CA2 ALZ 1
1967A21
V. 43
c.2

ALBERTA LEGISLATURE LIBRARY
3 3398 00365 0156

Vault
19/20

IN THE MATTER OF The Public Inquiries Act, being Chapter 258 of The Revised Statutes of Alberta, 1955, and Amendments thereto; and,

IN THE MATTER OF an Inquiry by a Royal Commission into the matters set out in Order-in-Council 861/67 respecting the use or attempted use by the Honourable Alfred J. Hooke of his office as a member of the Executive Council of Alberta, and the use or attempted use by Edgar W. Hinman of his office as a member of the Executive Council of Alberta.

LEGISLATURE LIBRARY EDMONTON NOV 4 1980

LIBRARY VAULT

PROCEEDINGS BEFORE THE HONOURABLE MR. JUSTICE W. J. C. KIRBY

C. W. CLEMENT, Esq., Q.C.,	Commission Counsel
S. A. FRIEDMAN, Esq., Q.C.,	Departments of Government
S. H. McCUAIG, Esq., Q.C.	E. W. Hinman, Esq.
L. MAYNARD, Esq., Q.C.,	The Honourable Alfred J. Hooke
W. B. GILL, Esq., Q.C.,	G. A. Turcott, Esq. Mr. Neil Reimer
G. A. C. STEER, Esq., Q.C.	Dr. C. A. Allard
D. H. BOWEN, Esq., Q.C.	Liberal Association of Alberta
N. S. CRAWFORD, Esq., and J. D. HILL, Esq.	Progressive Conservative Party of Alberta
G. S. D. Wright, Esq.	Alberta New Democratic Party

W. ALAN SHORT, ESQ.,
Clerk to the Commission.

VOLUME No. 43

DATE November 28, 1967

(Pages 4563 - 4683)

Supreme Court Reporters
EDMONTON, ALBERTA

IN THE MATTER OF The Public Inquiries Act, being Chapter 258 of The Revised Statutes of Alberta, 1955, and Amendments thereto; and,

IN THE MATTER OF an Inquiry by a Royal Commission into the matters set out in Order-in-Council 861/67 respecting the use or attempted use by the Honourable Alfred J. Hooke of his office as a member of the Executive Council of Alberta, and the use or attempted use by Edgar W. Hinman of his office as a member of the Executive Council of Alberta.

PROCEEDINGS BEFORE THE HONOURABLE MR. JUSTICE W. J. C. KIRBY

C. W. CLEMENT, Esq., Q.C.,	Commission Counsel
S. A. FRIEDMAN, Esq., Q.C.,	Departments of Government
S. H. McCUAIG, Esq., Q.C.	E. W. Hinman, Esq.
L. MAYNARD, Esq., Q.C.,	The Honourable Alfred J. Hooke
W. B. GILL, Esq., Q.C.,	G. A. Turcott, Esq. Mr. Neil Reimer
G. A. C. STEER, Esq., Q.C.	Dr. C. A. Allard
D. H. BOWEN, Esq., Q.C.	Liberal Association of Alberta
N. S. CRAWFORD, Esq., and J. D. HILL, Esq.	Progressive Conservative Party of Alberta
G. S. D. Wright, Esq.	Alberta New Democratic Party

W. ALAN SHORT, ESQ.,
Clerk to the Commission.

VOLUME No. 43

DATE November 28, 1967

(Pages 4563 - 4683)

Supreme Court Reporters

EDMONTON, ALBERTA

INDEX

VOLUME 43

November 28th, 1967

WITNESSES:

ALFRED JOHN HOOKE (Recalled)

Examination by Mr. Gill	4563
Examination by Mr. Bowen	4586
Examination by Mr. Crawford	4629
Examination by Mr. Wright	4649

Digitized by the Internet Archive
in 2021 with funding from
Legislative Assembly of Alberta - Alberta Legislature Library

https://archive.org/details/ableg_33398003650156_0

1-M-1
A. J. Hooke - Gill Ex.

PROCEEDINGS before The Honourable Mr. Justice W. J. C. Kirby, this 28th day of November, A.D.1967, at 9:00 o'clock in the morning, at the Court House, in the City of Edmonton, Province of Alberta.

MR. CLEMENT: I don't think Mr. Gill had finished his cross-examination, sir.

THE COMMISSIONER: Mr. Gill?

MR. GILL: I wonder, sir, both of us coming from Calgary, should we observe a minute's silence for the bridesmaids known as the Calgary Stampeders?

(General laughter.)

MR. GILL: I don't expect a comment, sir.

MR. CLEMENT: If Mr. Gill would extend that silence for a little longer, sir, we would be happy.

(General laughter.)

MR. GILL: That, sir, is more than the call of duty. I have been delivering little messages and valentines all over the court house in payment of my just debts.

Mr. Hooke, if you please.

ALFRED JOHN HOOKE, recalled, on his former oath, examined by Mr.Gill:

MR. CLEMENT: Mr. Hooke, you acknowledge you are still under oath for this inquiry?

A I do.

Q MR. GILL: Mr. Hooke, you will recall that early in the stage of your cross-examination I asked you if you were familiar with a return made to the Legislature on March 25th, 1965, on a motion by Mr. Dickie concerning

Q MR. GILL: (Cont.) question No. 6, the government's policy in respect to ministers, deputy ministers, etc. I am wondering, sir, if it would be possible -- and I address this probably to the Commissioner -- if you could get that return tabled, that question and answer. You, sir, didn't recall it when I asked you about it.

A Not specifically,Mr. Gill, no.

Q You would be in the house in the Session of March of 1965?

A Yes.

Q If I hand my copy of this to Mr. Friedman, sir, would you direct that he get that?

THE COMMISSIONER: I imagine -- it is a Legislative return, is it not?

MR. GILL: It is, sir, and I can give my copy to Mr. Friedman.

MR. FRIEDMAN: Mr. Commissioner, I will undertake to have this return filed here as an exhibit.

THE COMMISSIONER: Thank you.

MR. GILL: Thank you, sir.

Mr. Hooke, you will recall that Mr. Hamilton gave testimony that he complained to your friend the Premier about the Ideal Homes' matter. Do you recall reading that testimony?

A Yes, I do.

Q Did you and the Premier discuss Mr. Hamilton's visit with the Premier?

A Yes.

Q In what light, sir?

A The Premier made me aware of the fact that Mr. Hamilton had made some statements to him on the --- about 3:30 on the afternoon of the Friday -- I'm sorry -- the Thursday prior to Good Friday closing of that year.

Q That would be the year 19 -- ?

A '66.

Q Sometime in April, I believe?

A I think that's right, Mr. Gill.

Q And the Premier called you immediately after Mr. Hamilton had been in his office; is that right?

A No, not until the following Tuesday morning.

Q Did the Premier hand you a memorandum of his recollection of the conversation?

A No, he didn't, sir.

Q I see. He discussed with you the conversation with Mr. Hamilton?

A He had a few notes that he had scribbled out as Mr. Hamilton spoke.

Q I see.

A And simply referred to them.

Q And what was your reply? What did you say in answer to this matter?

A Well, I said, "The one man who should know that the things he was talking about were rumors, was Mr. Hamilton himself," and that they were not factual.

Q Did the Premier ask you whether or not what you had been doing

Q In what light, sir?

The Premier made me aware of the fact that Mr. and Mrs. had made some statements to him on the --- about 3:30 on the afternoon of the Friday -- I'm sorry -- the Thursday prior to Good Friday closing of that year.

That would be this year Jo -- ?

166.

Sometime in April, I believe?

I think that's right, Mr. Gill.

And the Premier called you immediately after Mr. Hamilton had been in his office; is that right?

A No, not until the following Tuesday morning.

Q Did the Premier hand you a memorandum of his recollection of the conversation?

A No, he didn't, sir.

Q I see. He discussed with you the conversation with Mr. Hamilton?

He had a few notes that he had scribbled out as Mr. Hamilton spoke.

A I see.

1-M-4
A. J. Hooke - Gill Ex.

Q (Cont.) was legal?

A No; I think he has always known that I had purchased a farm and disposed of it, and a further quarter-section and disposed of it. It wasn't a matter of legality.

Q No -- well, Mr. Hamilton really wasn't complaining about that, was he? He was complaining about your interest in Ideal Homes and your dealing with the City?

A I think more that than anything else, yes.

Q And how did you reply to the Premier to that charge?

MR. CLEMENT: Well, what charge?

MR. MAYNARD: What charge?

MR. GILL: Well, I understand that Mr. Hamilton complained to the Premier. Correct?

MR. CLEMENT: Well, Mr. Commissioner, whatever Mr. Hamilton said to the Premier was not in the presence of Mr. Hooke. I think Mr. Gill should clarify what he has in mind.

Q MR. GILL: Thank you. What did the Premier call you about? What was the conversation between you and the Premier about this matter of Mr. Hamilton?

A He said that Mr. Hamilton had indicated to him that there were rumors to the effect that I was associated in a business way with Dr. Allard and with Mr. Hawrelak. He said, "I am not saying" -- using the words now that Mr. Manning conveyed to me -- .

Q Quite.

A -- as being the words of Mr. Hamilton -- he said, "I'm not

Hooke - Mill Ex.

(Court) was legal?

No; I think he has always known that I had purchased a farm and disposed of it, and a further quarter-section and disposed of it. It wasn't a matter of legality.

No -- well, Mr. Hamilton really wasn't complaining about that, was he? He was complaining about your interest in Ideal Homes and your dealing with the City?

I think more that than anything else, yes.

And how did you reply to the Premier to that charge?

CLEMENT: Well, what charge?

MAYNARD: What charge?

GILL: Well, I understand that Mr. Hamilton complained to the Premier. Correct?

CLEMENT: Well, Mr. Commissioner, whatever Mr. Hamilton said to the Premier was not in the presence of Mr. Hooke. I think Mr. Gill should clarify what he has in mind.

MR. GILL: Thank you. What did the Premier call you about? What was the conversation between you and the Premier about this matter of Mr. Hamilton?

Mr. Hamilton had indicated to him that there [illegible] that I was associated in a [illegible]. Allied and with Mr. Newman. He [illegible] words now that Mr. Manning

A (Cont.) saying there is anything to these rumors whatever; I'm only saying that it is common talk around the Civic Block that Mr. Hooke, Mr. Hawrelak and Dr. Allard are mixed up in business deals," and he mentioned specifically the Chateau Lacombe as being one of the pieces of property in which I was supposed to be associated with those two men. He said, "Now, it's strictly rumor, but the rumor is current around the Civic Block." He said,"it is also well known that someone has assisted Mr. Hooke in paying off some of the debts of Ideal Homes, and the current talk around the Civic Block is that either Dr. Allard or Mr. Hawrelak or both, have either by gift or by loan come to his aid with $45,000.00." He said, "Here again it is just strictly rumor, but I thought that you ought to know that that type of rumor is going around concerning one of your ministers."

Q The Premier repeated this to you?

A Yes, almost word for word as nearly as I can remember, Mr. Gill.

Q Yes, go on.

A I said, "Well, the one person who knows for sure that this statement concerning a $45,000.00 loan is a rumor is Mr. Hamilton,"because on a previous occasion when a discussion was going on with City Council, according to a newspaper report Alderman Leger was reported to have said that there should not be any rezoning of the Ideal Homes' land because there were $9,000.00 of taxes owing on it.

Q Which was a fact?

A Which was a fact, that is right; then I explained it to the Premier that shortly after this Mr. Campbell and I had jointly borrowed $45,000.00.

Q This is the forty-five thousand you told me about on Friday?

A Yes, that's right.

Q Go ahead, sir.

A From the Toronto-Dominion Bank, out of which $9,000.00 went to pay the arrears of taxes. I said to Mr. Manning, "As soon as this was done I phoned to Mr. Hamilton and told him that Campbell and I had arranged to borrow $45,000.00 to pay off Ideal Homes' debts, 9,000 of which went to pay the taxes -- the taxes are now paid up," and Hamilton replied to me, "Well, that's wonderful; even Leger can't have any argument from here on."

Q You told the Premier this?

A And I told the Premier this. I said, "As a matter of fact, Mr. Premier, I would like you to pick up the telephone right now and phone to the main branch of the Toronto-Dominion Bank, and you will find that such a loan has been made, and therefore the rumor is only a rumor."

Q Was the loan made very much prior to your conversation with the Premier?

A I am of the opinion, just speaking from memory, that the loan was actually November, and this was in April.

Q November of '65?

A I believe that's right, Mr. Gill.

Q I see.

A Certainly we could check that just to be absolutely positive.

Q You might let me know when you get that.

A Fine. Just to make sure that the Premier was entirely aware of this being only a rumor, I contacted the bank manager myself that very afternoon. There was a Session that night and the bank manager made it his business to meet Mr. Manning at the office door and assured him --.

Q Which office, sir?

A At Mr. Manning's.

Q After the House rose?

A Before the House went back in again Mr. Manning went to his office, and the bank manager met him there.

Q I see.

A And told him the truth of this particular story as I have just told it to you.

Q How long was your conversation with the Premier about this matter?

A My conversation?

Q Yes.

A Well, I don't know whether it would be more than fifteen minutes or not. I can't recall with any degree of accuracy, Mr. Gill. I know this: that we had a cabinet meeting that morning, and that this discussion was just prior to the cabinet meeting, so I would think fifteen or

I believe that's right, Mr. Gill.

I see.

Certainly we could check that just to be absolutely positive.

Q You might let us know when you get that.

A Fine. Just to make sure that the Premier was entirely aware of this being only a rumor, I contacted the bank manager myself that very afternoon. There was a session that night and the bank manager made it his business to meet Mr. Manning at the office door and ensured him --

Which office, sir?

At Mr. Manning's.

After the House rose?

Before the House went back in again Mr. Manning went to his office, and the bank manager met him there.

I see.

And told him the truth of this particular story as I have just told it to you.

How long was your conversation with the Premier about this matter?

A (Cont.) twenty minutes would be -- .

Q Did you discuss the history of Ideal Homes with the Premier at this meeting?

A Mr. Manning was pretty well aware of the entire history of Ideal Homes.

Q Did Mr. Manning show you any of the documents that Mr. Hamilton had delivered to him?

A No, he did not.

Q You didn't know what documents Mr. Hamilton, if any, had taken to the Premier?

A I had no idea he had taken any.

Mr.

(Ca any minutes would be --

Did you discuss the history of Ideal Homes with the Premier
at this meeting?

Mr. Manning was pretty well aware of the entire history
of Ideal Homes.

Did Mr. Manning show you any of the documents that Mr
Hamilton had delivered to him?

No, he did not.

You didn't know what documents Mr. Hamilton, if any, had
taken to the Premier?

I had no idea he had taken any.

Q I see, and did the Premier discuss with you the fact of the return made a year earlier, that the Government's policy in respect to Ministers doing work or rendering service for other than the Government was that the Ministers do work and render service only for the Government during their terms in office. Did he discuss that matter with you?

A No sir.

Q Did he discuss your duty as a Minister of the Crown as against your private ventures?

A No, I can't say that he did, I think he was always well satisfied with the way I carried my duties out.

Q Has the Premier ever discussed with you the possibility of conflict between your public duty and your private investment?

A Not ever.

Q Were you aware, sir, in April of 1965, approximately April 7th, that the City Council made a decision that there be no payment to Ideal Homes Limited of any monies concerning a claim by Ideal Homes against the City?

A Is this the date, a date following the presentation by Mr. Morrow?

Q Before you answer, in fairness Mr. Hooke, there is Exhibit 395A which is an Edmonton Journal clipping.

MR. SHORT: It is attached to Exhibit 395.

Q MR. GILL: Thank you. Just so that you are aware of this, before you answer "Let Minister Sue City finance group advises" this is from the Edmonton Journal April 8th, 1965, "Minister of Municipal Affairs should sue

I see, and did the Premier discuss with you the fact of the return made a year earlier, that the Government's policy in respect to Ministers doing work or rendering service for other than the Government was that the Ministers do work and render service only for the Government during their terms in office. Did he discuss that matter with you.

A No sir.

Q Did he discuss your duty as a Minister of the Crown as against your private venture?

A No, I can't say that he did, I think he was always well satisfied with the way I carried my duties out

Q Has the Premier ever discussed with you the possibility of conflict between your public duty and your private investment

A Not ever.

Q Were you aware, sir, in April of 1965, approximately April 7th, that the City Council made a decision that there be no payment to Ideal Homes Limited of any monies concerning a claim by Ideal Homes against the City?

A Is this the date, a date following the presentation by Mr.

wer, in fairness Mr. Hooke, there is exhibit

is an Edmonton Journal clipping.

It is attached to Exhibit 3[illegible]

thank you. Just a that was

Q (Cont.) the City for the money he claims is owed to him." Do you recall receiving that information either through the newspaper or otherwise?

A I recall reading it in the newspaper, yes.

Q Are you aware that that decision was based on a legal opinion by the City Solicitor, Mr. Macdonald, of the City of Edmonton?

A Yes, I think so.

Q Have you in these proceedings seen a copy of Mr. Macdonald's opinion or the report which is in as Exhibit 380 which we are unable to find ... oh ... which deals with the Finance Committee meeting of April 7th "To the Chairman and members of the Finance Committee re damage claim of Ideal Homes" and at the end "The Commissioners do not think the claim of Ideal Homes is justified and accordingly do not recommend any compensation for the damages claimed." Have you seen that report?

A Yes I have.

Q And have you seen Mr. Macdonald's legal opinion upon which that report is based, that is, Exhibit 367 in these proceedings Mr. Commissioner?

A I am not sure until I see it, sir.

Q Would you hand this to the witness please? I am showing you Exhibit 367 Mr. Hooke. You will notice that the opinion contains a summary of the two complaints of Ideal Homes, first the company wasn't allowed to purchase property in the Bronx subdivision from the City on which they wished to operate a building and supply business and, secondly, the company

Re - Gill Ex.

(Cont.) the City for the money he claims is owed to him."
Do you recall receiving that information either through the
newspaper or otherwise?

I recall reading it in the newspaper, yes.

Are you aware that that decision was based on a legal opinion
by the City Solicitor, Macdonald, of the City of Edmonton?

Yes, I think so.

Q Have you in these proceedings seen a copy of Mr. Macdonald's
opinion or the report which is in as Exhibit 380 which we are
unable to find ... on ... which deals with the Finance
Committee meeting of April 7th "To the Chairman and members
of the Finance Committee re damage claim of Ideal Homes" and
at the end "The Commissioners do not think the claim of Ideal
Homes is justified and accordingly do not recommend any
compensation for the damages claimed." Have you seen that
report?

A Yes I have.

Q And have you seen Mr. Macdonald's legal opinion upon which
that report is based, that is, Exhibit 307 in these
proceedings Mr. Commissioner?

I am [illegible] until I see it, sir.

Would you hand this to the witness please? I am showing you
[illegible]. You will notice the [illegible] of I

Q (Cont.) having purchased privately a parcel of land, two acres in Wellington Park, was unable to have it zoned for commercial or light industrial and therefore not able to receive for its property the sum the owners think the property would be worth. Is that a fair summary of your complaints?

A No sir. Neither of those statements is entirely factual.

Q In what way do they differ?

A The first one, for instance, is not factual in that it says our first complaint was that we could not buy the Bronx property.

Q That was the property your company originally leased from the City?

A That is right, Mr. Gill.

Q Yes?

A Our problem there was the fact that I had been told by Mr. Menzies that it was extremely doubtful that we could even lease it for another year even though we were already there owing to the fact that the zoning of that area was not yet completed and he advised, he advised me that we, meaning the company, should immediately try to secure a site of our own.

Q Well sir, if you would look further on in Exhibit 367, you will see that after the ten points of the history of Ideal Homes and the City of Calgary ... City of Edmonton, you will see that it says "This review shows that Ideal Homes decided to abandon its lease on the lots in the Bronx. The file does not show why the company gave up its lease but perhaps it can

- Gill Co.

(Cont.) having purchased privately a parcel of land, two acres in Wellington Park, was unable to have it zoned for commercial or light industrial and therefore not able to receive for its property the sum the owners think the property would be worth. Is that a fair summary of your complaints?

No sir. Neither of those statements is entirely factual. In what way do they differ?

The first one, for instance, is not factual in that it says our first complaint was that we could not buy the Bron property.

That was the property your company originally leased from the C.T.?

That is right, Mr. Gill.

Yes?

Our problem there was the fact that I had been told by Mr. Menzies that it was extremely doubtful that we could even lease it for another year even though we were already there owing to the fact that the zoning of that area was not yet completed and he advised, he advised me that we, meaning the company, should immediately try to secure a site of our own.

If you would look further on in Exhibit 307, you [illegible] of Century . . . City of Edmonton, you [illegible] that Ideal Homes [illegible] the Bronx.

Q (Cont.) be assumed it was because it had no assurance as to when, if ever, it could purchase the lots and use them for its company purposes." Well, isn't that what you have just told the Commissioner?

A No I don't think so, sir. We had been told when we leased the property in the first instance that when such time arrived that the City could sell it, we would have the first opportunity and that was verbal, as so many things are with the City of Edmonton.

Now, what we would like to have been assured of is that we could have continued to lease but that assurance was not given to us and as I said a moment ago, Mr. Menzies said to me, right up at the office one day when we both happened to be there together, "Make sure you put no buildings of any permanent nature on the property" for one thing "Because we may not be able to extend this beyond another year." Now, we were endeavouring to invest money for the construction of homes and especially at that moment prefabricated homes and we did want some assurance Mr. Gill that we had some permanency in our tenancy but, as I say that just was not given to us and the recommendation made to us was that we endeavour to secure a site for ourselves.

Perhaps I should say in addition to this sir that before this property was leased from the City, this Bronx nine lots or, whatever it was ...

Q Yes?

A That we had travelled around the City and had had opportunities

A (Cont.) of purchasing at least a half a dozen different sites which would have suited our purpose and on each occasion discovered that they could not be used for the purpose we had in mind and that is when we contacted the Civic officials to see if they had a site that they could either sell to us or rent to us. That is how we came to have the Bronx site in the first instance.

Q But you were using the Bronx site for industrial use were you not?

A I suppose you can call it industrial use, certainly we were manufacturing small cottages right on the site.

Q This was a non-conforming use?

A At that moment I don't know what the zoning was, right at that time. Next door to it there was a store which made that commercial.

Q Well, in 1950, '51 and '52 your company could get no assurance from the City that the property would ever be zoned for industrial use, correct?

A Well, the way they put it sir was the fact that our zoning was not completed at this moment. We don't know for sure what is going to happen to it.

Q So rather than gamble, Ideal Homes assigned this lease to Royer and bought other property?

A No, I don't like to put it that way. The result was, of course, Royer secured the lease.

Q Your company assigned the lease to him?

A I think that is right.

Q And your company wanted it on both sides of the bread, you wanted to be sure you could get industrial use and you wanted some sort of guarantee from the City?

A Well, they were already permitting us to use it. For the purpose that we sought.

Q You have enough experience in planning Mr. Hooke to know that you can't guarantee anything?

A I realize that Mr. Gill but that wasn't the problem at that moment.

Q The problem was you wanted assurances that the City of Edmonton couldn't give?

A No we did not.

Q And you are still unhappy about it?

A No, they give to Mr. Royer a two year lease.

Q After you assigned it?

A And then they did it again but, they would not say to us that we could get an extension of the lease.

Q Just because you made an error in judgment Mr. Hooke in that you assigned that lease and then you bought other property, isn't that what the company did?

A There were two things going on at the same time Mr. Gill. One was we were endeavouring, first of all, we were trying to get a permanent site. We did not care whether it was a matter of the City saying it was okay, we will rent it to you from year to year or two years to two years until such time as our zoning is complete, or whether it was saying regarding the site we had gone out and purchased on their

A (Cont.) advice, that they would give us the zoning which was contemplated at that particular time on the new site.

Q Well the fact is that your company and, you were the main stream of the advice, correct? They were relying on your judgment?

A I think at that moment that is true, we are only into 1951.

Q 1952?

A '52.

Q Gave up this lease of the Bronx property? Correct?

A We did but I come back again and repeat that it was because we were not even given the assurance of an extra year and were advised by Mr. Menzies to go out and seek a site of our own.

Q Which you did?

A Certainly, upon the advice of the Chief City Commissioner, I should say.

Q And that is the Wellington Park property that you bought?

A That is right.

Q And Mr. Macdonald talks about a development permit which issued to Ideal Homes to use acre lot 3 and 4, that is the Wellington Park property as I understand it and then Acme Pipe wanted to use it for a five year period as a light industrial site, you will find all those in Mr. Macdonald's opinion, Exhibit 367, those facts are correct are they not, sir?

A Will you state that again please, I think I missed something.

Q I think I can do better by showing it to you, Mr. Macdonald's

Q (Cont.) opinion and letting you see it rather than letting you hear it. A development permit was issued on November 5th, '52 to Ideal Homes to use acre lots 3 and 4 as an office, storage and prefabricating shop for a two year period, correct?

A So far so good.

Q And the letter written to the Zoning Officer makes it plain in 1954 that the property if approved wouldn't be occupied by Ideal but by a firm called Acme Pipe and Supply, correct?

A Well, they were going to operate together, sir.

Q I see?

A There is plenty of evidence for that.

Q And did Ideal Homes not on December 24th, 1954 sign an agreement with the City and the land in question was in the K agricultural area, light industrial use would be discontinued within three years from January 1st '55 after which the land would only be put to a use prescribed by the City?

A In other words, so far as we were concerned, we were completely over a barrel.

Q Of your own making?

A No, not of our own making Mr. Gill, at all.

Q Well as I understand it, you take the position that you should have received some sort of guarantee from the City as to what would happen?

A First of all we certainly believed we were entitled to have some assurance of being able to lease the Bronx property, let's

A (Cont.) go back to that again, rather than being told that we may have to leave any time. Now, that doesn't encourage one and when we are told to purchase another piece of property, we find a piece of property, we go down to the Civic Block to see what is the zoning on this property and they tell us exactly the same thing as did the previous owner, that is, that it was going to be zoned upwards from what it was at that moment, which was agricultural, and that in all probability and, this was given to us by the Assistant City Planner Mr. Prahm Wiesman who was the assistant to Mr. Noel Dant who was the City Planner at that time.

He said "Our preliminary sketches indicate that this area will be at least commercial if not industrial, light industrial." I asked Mr. Wiesman personally did he think we would be safe in purchasing this piece of property. He said "Yes, undoubtedly you will be" and then pointed out to me one thing which is still common and which was very common in that day and that is that if we operated on our own property under permit for some length of time and the zoning did not justify what we were doing, the City would immediately make an exchange of property.

Q Weren't you sir in the position of any other developer in Edmonton or any other Western Canadian city, that you went to the City officials, you discussed probability and then relying on your business judgment and perhaps relying on something else you made a decision and in this particular case it was an incorrect decision, isn't that the sum and

(C'td.) go back to that again, rather than being told that we may have to leave any time. Now, that doesn't encourage one and when we are told to purchase another piece of property, we find a piece of property, we go down to the Civic Block to see what is the zoning on this property and they tell us exactly the same thing as did the previous owner, that is, that it was going to be zoned upwards from what it was at that moment, which was agricultural, on that in all probability and, this was given to us by the Assistant City Planner Mr. Frank Wiseman who was the assistant to Mr. Noel Dant who was the City Planner at that time.

He said, "Our preliminary sketches indicate that this area will be at least commercial if not industrial, light industrial." I asked Mr. Wiseman personally did he think we would be safe in purchasing this piece of property. He said "Yes, undoubtedly you will be" and then pointed out to me one thing which is still common and which was very common in that day and that is that if we operated on our own property under permit for some length of time and the zoning did not justify what we were doing, the City would immediately make

Q (Cont.) substance of it, sir?

A No I don't think so. First of all I don't know what the something else is.

Q The fact that you were Minister of Municipal Affairs?

A No sir, as a matter of fact, so far as I was concerned it was always just the opposite to that.

Q You didn't feel that your position as Minister of Municipal Affairs and also as a land developer posed a conflict not only for the City of Edmonton but for everyone else connected with it?

A No Mr. Gill. First of all I was not a land developer.

Q You were interested in zoning?

A I never intended to be a land developer. The company Ideal Homes while it had wide powers had no intention of being a land development company Mr. Gill.

Q This exchange of land that was planned for Buena Vista and the sale to a nursing home, wouldn't you categorize that as land development, sir?

A No sir, not at all.

Q You are still hoping to improve that land at Wellington Park and put it to another use?

A I think time has proven that that is exactly what should happen to it also.

Q Isn't that land development?

A No I don't think so.

Q And isn't it just a fact that your plans were frustrated by the public, the neighbourhood desires of Buena Vista wouldn't

Cross - Gill Ex.

(Cont.) substance of it, sir?

No I don't think so. First of all I don't know what the

something else is.

The fact that you were Minister of Municipal Affairs?

No sir, as a matter of fact, so far as I was concerned it was

always just the opposite to that.

You didn't feel that your position as Minister of Municipal

Affairs and also as a land developer posed a conflict not

only for the City of Edmonton but for everyone else

connected with it?

A - No Mr. Gill. First of all I was not a land developer.

You were interested in zoning?

A I never intended to be a land developer. The company ideal

Homes while it had wide powers had no intention of being a

land development company Mr. Gill.

Q This exchange of land that was planned for Ruena Vista and

the sale to a nursing home, wouldn't you categorize that as

land development, sir?

No sir, not at all.

You are still hoping to improve that land at Wellington Park

Q (Cont.) permit that exchange to go through for a nursing home?

A Well, that is a strange story also.

Q But isn't that what happened however strange it may be?

A Well planning of course isn't done in this City by planners.

Q Who is it done by?

A A few people who happen to complain.

Q Complainers?

A Complainers.

Q Well, you have had some experience with planning?

A I surely have.

Q You have been on the Provincial Planning Board for how many years?

A Well I think I was on about two Mr. Gill.

Q At one of which I think I appeared?

A Yes, that is right. I have the dates with me.

Q Have you made a summary of the times you sat on the Provincial Planning Board?

A Yes I have, I have a summary of those meetings.

Q Could you give them to Mr. Maynard and will he let us have them?

A I would be happy to.

Q Thank you. Mr. Maynard, is that satisfactory?

MR. MAYNARD: Yes, certainly.

Q MR. GILL: Returning to your problems with the City of Edmonton, Mr. Macdonald finalized the summary by saying "In result I am unable to ascertain any legal basis

Q (Cont.) permit that exchange to go through for a nursing home?

Well, that is a strange story also.

But isn't that what happened however strange it may be?

Well planning of course isn't done in this City by planners.

Who is it done by?

A few people who happen to complain.

Complainers?

Complainers.

Well, you have had some experience with planning?

A I surely have.

You have been on the Provincial Planning Board for how many years?

A Well I think I was on about two Mr. Gill.

Q As one of which I think I appeared?

A Yes, that is right. I have the dates with me.

Q Have you made a summary of the times you sat on the Provincial Planning Board?

A Yes I have, I have a summary of those meetings.

Q Could you give them to Mr. Maynard and will he let us have them?

I would be happy to. [illegible]

[illegible] you. Mr. [illegible], is that satisfactory?

Q (Cont.) upon which the City is liable to Ideal Homes." Wouldn't you actually agree with that sir, a legal basis?

1-B-1
A. J. Hooke - Gill Ex.

MR. MAYNARD: Well, now, Mr. Commissioner, surely!

MR. GILL: Well, all right.

THE COMMISSIONER: That is strictly a legal opinion, Mr. Gill.

MR. CLEMENT: Mr. Hooke took the opinion of his own solicitor in this matter.

MR. GILL: And he still did not sue the City of Edmonton.

MR. CLEMENT: For the reasons stated.

MR. GILL: I don't know the reasons.

MR. CLEMENT: It is going to an extraordinary length.

A Well, Mr. Gill, if nothing ever happened to the property I would not be guilty of suing the City of Edmonton, I just do not believe in that sort of thing and won't do it.

Q MR. GILL: That is a matter of guilt, do you say, to sue somebody?

A It is a matter of my personal opinion.

MR. MAYNARD: Mr. Commissioner, Mr. Gill says he has no knowledge of this. This is the recommendation made by Mr. Hooke's counsel and it has been filed as an Exhibit.

MR. GILL: But Mr. Hooke also said he still felt there was a claim by Ideal Homes against the City of Edmonton.

MR. MAYNARD: Yes, and that he would not sue.

THE COMMISSIONER: I think, Mr. Gill, you have to bear in mind the fact that there are two legal opinions which are in a sense conflicting, you have Mr. Macdonald's, and you have

Well, now, Mr. Commissioner, surely!

Well, all right.

THE COMMISSIONER: That is strictly a legal opinion, Mr. Gill.

MR. CLEMENT: Mr. Hooke took the opinion of his own solicitor in this matter.

MR. GILL: And he still did not sue the City of Edmonton.

MR. CLEMENT: For the reasons stated.

MR. GILL: I don't know the reasons.

MR. CLEMENT: It is going to an extraordinary length.

A Well, Mr. Gill, if nothing ever happened to the property I would not be guilty of suing the City of Edmonton, I just do not believe in that sort of thing and won't do it.

Q MR. GILL: That is a matter of guilt, do you say, to sue somebody?

A It is a matter of my personal opinion.

MR. MAYNARD: Mr. Commissioner, Mr. Gill says he has no knowledge of this. This is the recommendation made by Mr. Hooke's counsel and it has been filed as an Exhibit. But Mr. Hooke also said he still felt there was a claim by Ideal Homes against the City of

THE COMMISSIONER: (Cont.) Mr. Morrow's.

Q MR. GILL: This is not altogether unusual. Thank you.

Did you know A. J. Olive, Mr. Hooke?

A Yes, I did, Mr. Gill.

Q He was what, first Acting Superintendent and then Superintendent of the Treasury Branches?

A Yes.

Q And it was his approval that finally authorized the lending of money to Ideal Homes Limited by the Treasury Branch?

A Well, actually I don't know that.

Q I see.

A So far as I am concerned, my dealings were never with Mr. Olive.

Q Did you ever discuss borrowing money from the Treasury Branch with Mr. Olive?

A Not that I can ever recall.

Q And how long have you known Mr. Olive?

A I think I met Mr. Olive first shortly after I became a Government member, I believe he was with the Provincial Income Tax branch at one time.

Q You were elected in August of 1935?

A That's right.

Q And shortly after that the Treasury Branches were instituted?

A About 1939 I believe.

Q Perhaps '38? I won't hold you to it, we are both going back a long way.

A Yes, that is true. I am not actually sure of the date, I think it is '39.

Q You never discussed Ideal Homes with Mr. Olive?

A Not that I can recall.

Q I see. When were you a member of the Social Credit Board for the Province of Alberta?

A 1938 until 1943, June 1st '43.

Q When you became Minister of Economic Affairs?

A No, Provincial Secretary.

Q Oh, Provincial Secretary was your first portfolio; and what relation had the Social Credit Board to the Treasury Branches?

A The duty of the Social Credit Board is outlined in Legislation, I think I have copies of the Acts if you wish to see them; but so far as the Social Credit Board is concerned, we were a committee that devoted our time to endeavouring to devise ways and means of making it possible to make better use of the credit of the Province, and certainly in connection with Government programs devoted to this end our job was to make the public aware of what those programs were.

Q Which would include reference to the Treasury Branches?

A Yes.

Q Script and that sort of thing at the time?

A That is right, as a matter of fact I know that we held meetings all over the Province, explaining what the Treasury Branch program was at that particular time.

Q I see.

A Trying to encourage the use of Alberta made goods, and so on.

Q And at one time, Mr. Hooke, your claim in Exhibit 379 against the City of Edmonton was for $140,000.00? I am wrong there, sir. At page 14 of this memo, this eighteen page memo, Exhibit 379, you have the figure $200,000.00 less taxes, coming down to $190,000.00; correct?

A Yes, that's right.

Q And you were prepared in this exhibit on page 15 to forgive 25 percent of that and transfer title to the Wellington Park lots for an amount of $140,000.00 cash; is that correct?

A Yes, that's right.

Q Now, sir, is there any evidence that you have received any of that money?

A No sir.

Q Is there any connection, sir, between the failure of your claim for $140,000.00 against the City of Edmonton, and the failure of the City of Edmonton in the annexation Hearing before the Local Authorities Board to garner in any of the industrial sites to the east of the City of Edmonton?

A No, not at all, Mr. Gill.

Q No connection?

A None whatever.

Q Thank you.

THE COMMISSIONER: Mr. Bowen?

MR. BOWEN EXAMINES THE WITNESS:

Q Mr. Hooke, let us for a moment discuss what you describe as your little company, Ideal Homes; how close was your association to the day to day operations of this company?

A Well, so far away that I am ashamed of myself.

Q Well now, during the period of 1950 to, I'm sorry, yes, 1950 to 1955 the company was in financial difficulties most of the time; is this correct?

A Well, it certainly got into financial difficulties, that's right.

Q And were you not at all interested in protecting your investment in the company, Mr. Hooke?

A That is why I borrowed $32,000.00.

Q Right, so that you borrowed money in order to more or less bail the company out, and before borrowing that money did you know what business that the company was doing, the day to day business of the company?

A I had some idea, I also knew what it could do if we could ever get our site question settled.

Q Right. Well now, I am not thinking so much of the site question, sir, but with reference to the sale of lumber and building supplies: were you aware of the companies that were purchasing from Ideal Homes?

A I certainly had some knowledge of that.

Q And were you aware that in 1953 and '54 the company was selling up to $8,000.00 worth of material a month to Poole Construction?

A No, I cannot say that I was aware of that specifically. I did know, however -

Q Right, you knew that it was dealing with Poole, is this correct?

A Well, I knew it dealt with many companies, Imperial Oil, Poole -

Q Brown and Root?

A Yes.

Q Yes. Now, you were Minister of Public Works at this time, Mr. Hooke?

A I was Minister of Public Works from '52 to '55.

Q Right.

A Economic Affairs at the same time.

Q And as Minister of Public Works the awarding of contracts for buildings, for road construction, came under your authority, is this not correct?

A Road construction did you say? No, absolutely not.

Q All right, let's restrict it to buildings, public buildings by the Government?

A Well, the awarding of such things came within the perview of the Department of Public Works, that is correct.

Q Of which you were Minister, is this correct?

A That is right, but I can assure you that I never awarded a contract in my life.

Q Now, you are anticipating my question, Mr. Hooke.

A I should say so.

Q Tell me, your brother Chris Hooke was in the company, Ideal Homes; Mr. Spady was in the company, Ideal Homes; and Mr. Campbell, and yourself: of those four that I have mentioned I think it is safe to say that you were the only one that was in a position of influence, is this not correct?

Well, I knew it dealt with many companies, Imperial Oil,

Poole -

Brown and Root?

Yes.

Now, you were Minister of Public Works at this time.

I was Minister of Public Works from '52 to '55.

Right.

Economic Affairs at the same time.

And as Minister of Public Works the awarding of

buildings, for road construction, came under your authority.

Is this not correct?

Road construction did you say? No, absolutely not.

All right, let's restrict it to buildings, public buildings

by the Government?

A Well, the awarding of such things came within the purview of the Department of Public Works, that is correct.

Q Of which you were Minister, is this correct?

A That is right, but I can assure you that I never awarded a contract in my life.

Now, are anticipating my question, Mr. Hooks.

A That would be true.

Q And Ideal Homes started into the building supply business in 1950 or '51?

A It did not intend in the first instance to be in the building supply business, it intended to be in the building of homes.

Q Well, I asked you when it started in the building supply business, and I suggested that it was 1950 or '51, is this correct?

A It was when we became acutely aware of the fact that we were going to have difficulty securing lots.

Q Mr. Hooke, when did Ideal Homes start into the building supply business?

A I believe about a year after it started into business.

Q Which would be -

A Perhaps a year and a half.

Q - 1950 or '51?

A Well, it would be at any rate '51.

MR. MAYNARD: Mr. Commissioner, I think there is an exhibit which indicates when there was a change in the Memorandum of Association of the company.

A Yes.

Q MR. BOWEN: Well, does Mr. Hooke know, Mr. Maynard? Do you know?

A Well, I can't remember dates too accurately, sir.

Q All right, let's forget about the dates then for the moment; in any event it went into the building supply business, sir?

A That is right.

[illegible] - Jones Ex.

[illegible]ent would be true

And Ideal Homes started into the building supply business in

1950 or 1512?

A It did not intend in the first instance to be in the building

supply business, it intended to be in the building of homes.

Q Well, I asked you when it started in the building supply

business, and I suggested that it was 1950 or 1951, is that

correct?

A It was when we became acutely aware of the fact that we were

going to have difficulty securing lots.

Q Mr. Hooke, when did Ideal Homes start into the building

supply business?

A I believe about a year after it started into business.

Which would be -

A Perhaps a year and a half.

Q - 1950 or 1512.

A Well, it would be at any rate 1951.

MR. MAYNARD: Mr. Commissioner, I think there is an

exhibit which indicates when there was a change in the

Memorandum of Association of the company.

[illegible]

[illegible]N: Well, does Mr. Hooke know, Mr. Maynard?

Q Can you offer any explanation why a new company, a company newly engaged in the building supply business, would suddenly secure the business of Poole Construction to supply them lumber?

A Well, all I know is this, that these contracts to supply lumber to anyone came about as a result of prices that could be affected, certainly these big companies don't, not to my knowledge, go around making handouts, I have never seen it.

Q Do you know any reason why Poole Construction would deal with Ideal Homes?

A Yes, I would think so.

Q What reason?

A The only one I can think of is that they could get supplies they wanted at a better price than they were getting somewhere else.

Q Did Ideal Homes do the volume of business that other larger suppliers in the City did?

A Oh, no, naturally not, of course not.

Q All right. Now, could they then give a better price than these larger suppliers to Poole Construction?

A They must have done so.

Q Do you know, sir?

A No, I don't know, but I know a lot of these things were done on tender.

Q Do you know whether it was tendered with Ideal Homes?

A I know that from time to time when companies send out tenders Ideal Homes was asked to tender.

Can you offer any explanation why a new company newly engaged in the building supply business, would suddenly secure the business of Poole Construction to supply them lumber?

A Well, all I know is this, that these contracts to supply lumber to anyone came about as a result of prices that would be affected, certainly these big companies don't, not to my knowledge, go around making handouts. I have never seen it.

Q Do you know any reason why Poole Construction would deal with Ideal Homes?

A Yes, I would think so.

Q What reason?

A The only one I can think of is that they could get supplies they wanted at a better price than they were getting somewhere else.

Q Did Ideal Homes do the volume of business that other larger suppliers in the City did?

A Oh, no, naturally not, of course not.

Q All right. Now, could they then give a better price than these larger suppliers to Poole Construction?

A They must have done so.

Q Did you ever have any discussions with officials or employees of Poole Construction?

A I never did in my life.

Q I mean concerning Ideal Homes?

A No. I knew Mr. Poole socially.

Q Who in Ideal Homes sold this lumber, was it Mr. Campbell, Mr. Spady or Mr. Chris Hooke?

A As I think back I think perhaps Mr. Campbell had more to do with it than anyone else.

Q In any event, your evidence is, I take it, sir, that your position as Minister of Public Works had nothing to do with Poole's buying from Ideal Homes?

A That is certainly true.

Q Now, for a moment let us go to your experience with Mr. Combs: I gather, sir, that this was in 1955 that your interview on the south side of Edmonton took place with him?

A June 9th was it, I think, sir.

Q And at this time it was around the area at least in time when you had borrowed money to pay off Ideal Homes' indebtedness of $31,000.00?

A Yes.

Q And I understood you to say that you agreed to meet Mr. Combs on the west side of 4th Street north of Whyte Avenue in south Edmonton?

A That's right.

Q In your automobile, and at that time -

A I told him I would park there.

Q Right, and he came along and got in your car?

A He was standing there when I got there, yes.

Q And he then, to put it bluntly, put the bite on you for over $200.00, sir, is this right?

A I am not sure whether your expression is quite right.

Q All right.

A But certainly -

Q He obtained over $200.00 from you?

A $278.00.

Q Right.

A Personal cheque.

Q Now, I think you said that he had given you a story about not having sufficient money to support his children?

A Yes, he did that.

Q As a Minister of the Crown you were aware that there were Welfare agencies which would look after this aspect in Alberta, were you not?

A Oh, well, yes, naturally.

Q At least in your present position you realize this?

A I certainly do.

Q Did you not suggest to him that he could perhaps obtain assistance from the Government?

A No.

Q Or the Municipality?

A No, I certainly did not.

Q Why not?

A Why not?

Q Yes?

A Well, I was half inclined to believe his story first of all, that the company did owe him money; and I think I said the other day that I fall for a hard luck story pretty easily.

Q Have you had this experience before?

A I should say, and since.

Q Where you have put out money to people?

A Yes, I have.

Q Now, I gather, sir, that telephones were available within a short distance from where you were parked on the Southside, and I gather also that he had indicated that Ideal Homes owed him this money?

A Right.

Q And it would have been quite simple for you to have walked to a phone and confirmed all this with Mr. Campbell or your brother?

A Yes, it would have been.

Q Why did you not do that?

A Well, I think that I said the other day, as I said the other day, I believed the man, I said "Well, I will phone ..." and he indicated he had just walked from the telephone in the, I believe it was a drug store or whatever there is on the corner, and he had phoned several times. I knew that it was quite conceivable that they may not be in the office, in which case I was prepared to believe the man's story. I don't look upon people as being crooks until they prove it to me.

Q Well now, that's fine, but then he said to you something

Well, I was half inclined to believe his story first of all, that the company did owe him money; and I think I said the other day that I fell for a hard luck story pretty easily.

Q Have you had this experience before?

A I should say, and since.

Q Where you have put out money to people?

A Yes. I have.

Now, I gather, sir, that telephones were available within a short distance from where you were parked on the Southgate, and I gather also that he had indicated that Ideal Homes owed him this money?

A Right.

Q And it would have been quite simple for you to have walked to a phone and confirmed all this with Mr. Campbell or your brother?

A Yes, it would have been.

Q Why did you not do that?

Well, I think that I said the other day, as I said the other day, I believed the man, I said "well, I will phone ... and ... indicated he had just walked from the telephone in the

Q (Cont.) that "It is a damn good thing you gave me the money."?

A Once he had the cheque.

Q Right. Now, were you still, did you still have faith in him after he said that, sir?

A I can't say I had much.

Q Why did you not then check with Ideal Homes to see the state of affairs with regard to Mr. Combs?

A Well, he changed his tune instantly, sir, and pretended that he was fooling, and he was doing a bit of laughing about it.

Q So that you still allowed him to have $278.00 of your money?

A Yes, I did.

Q And I think you said that later in the day you phoned to Mr. Campbell to find out what the situation was?

A Yes.

Q And you found out that really Ideal Homes did not owe him the money, is that correct?

A Well, he indicated that from their previous dealings with Mr. Combs that his understanding was that he was already overpaid.

Q Yes, did you try and stop payment on your cheque at that point?

A No, I didn't.

Q Why not?

A The reason being I was quite sure the cheque was cashed before that.

Q But you made no attempt to find out, sir?

A No, I did not.

Q Now, with regard to the representations made to the City of Edmonton in 19-, oh, '62, '63, '64, I think at one point either you or your solicitor had asked the Council of the City of Edmonton to disregard that you were a Cabinet Minister in this whole thing, is this not correct?

A I think I did, I think I had said that.

Q Yes, was it you that said that, Mr. Hooke?

A I know that I said it more than once.

Q And your purpose in saying this, I would take it, would be to get away from any influence that a Cabinet Minister's position might have?

A I simply wanted to be treated as an individual, not as a special individual.

Q You wanted to make sure that they did not give you any advantage over an ordinary citizen?

A That's right, I did not want such a thing.

Q And I take it then that you knew there was a possibility of your being given an advantage over an ordinary citizen because you were a Minister of the Government of Alberta?

A I think it is perhaps common amongst people to recognize the position someone holds, and without trying to do any special favor, simply in recognizing the position.

Q. With regard to the representations made to the City of [illegible] in 19--, on, '62, '63, '64, I think at one point either you or your solicitor had asked the Council of the City of Edmonton to disregard that you were a Cabinet Minister in this whole thing, is this not correct?

I think I did. I think I had said that.

Yes, was it you that said that, Mr. Hooke?

A I know that I said it more than once.

Q And your purpose in saying this, I would take it, would be to get away from any influence that a Cabinet Minister's position might have?

A I simply wanted to be treated as an individual, not as a special individual.

Q You wanted to make sure that they did not give you any advantage over an ordinary citizen?

A That's right, I did not want such a thing.

Q And I take it then that you knew there was a possibility of you being given an advantage over an ordinary citizen because you were a Minister of the Government of Alberta?

A I think [illegible] perhaps common amongst people to recognize the need [illegible] someone holds, and without trying to do any [illegible] recognizing the position.

Q Right. So you will agree then that your position perhaps could affect, even unconsciously, the decision of the City Council, to your advantage, sir?

A I suppose it could, so far as that is concerned, but certainly -- .

Q And yet, in spite of knowing this, you still pursued the course of appealing to the City Council.

A If you read carefully, which I'm sure you must have done, the history of Ideal Homes, you will know that there was no -- almost no activity from 1955 until Mrs. Wilson gave the story to Commissioner Hamilton. I was certainly not making contacts and trying to bring this thing to a successful conclusion.

Q Well, let's go back to my question, Mr. Hooke: you knew there was a possibility of a special advantage being given to you because you were a minister of the Crown?

A Well, that sort of thing didn't --- . Let's put it this way: I certainly didn't believe that I would be, but I wanted to make sure that I wouldn't be.

Q So there was a possibility of advantage to you? You have told me this before; I think you have already answered this in the affirmative, sir.

A Well, I did indicate people's attitude.

Q Right.

A Towards a position, the same as you and I may feel toward the Governor-General, for instance, if he came here, or the Lieutenant-Governor.

Q And my question, then, was that in spite of realizing this possibility of advantage, you still pursued Ideal Homes' request against the City?

A Well, perhaps later on in this -- in this thing other matters will come out which indicate how little actually I had to do with this, rather than how much.

Q Well now, let's just go into that a moment. At the time of the dealings with the City in the 1960's, you were not a shareholder of Ideal Homes?

A That's right.

Q And you were not a director of Ideal Homes?

A That is right.

Q You were in the position of a creditor of Ideal Homes?

A Yes.

Q And yet basically the application by Ideal Homes to the City was made through you, in your name, through your solicitor. Is this correct, sir?

A Well, may I explain something first?

Q Well, just answer -- .

A No, I prefer to -- .

THE COMMISSIONER: Let him answer the question, Mr. Bowen.

MR. BOWEN: Quite.

A If you will note the document which Mr. Hamilton first received, you will note that it is written in the third person. Mr. Hamilton contacted me and asked me if he could deal with me in this connection, suggested that I rewrite the

A (Cont.) entire story, that I leave out a reference or two that Mr. Menzies did not like in the first one, and that I bring it right up to date, and pointed out that he would like to deal with me to get this matter settled. It was Mr. Hamilton's own suggestion that it be done this way, and it was he who made the suggestion of the land exchange in the first place. It was also his suggestion when that failed, that a sale be effected, and when that failed it was his suggestion again that rezoning take place.

Q Have you finished your answer, sir?

A Well, for the time being.

Q All right; perhaps we can go back to the question. My question was in effect it was you in your individual capacity that pursued this application on behalf of Ideal Homes with the City of Edmonton?

A Well, I tried to explain how it came about.

Q Well, is my contention correct or is it incorrect, sir? I have heard your explanation, thank you.

A Well, it is correct that -- .

Q Thank you.

A -- the City Commissioner wished me to do it this way, and certainly so far as the three members of the company were concerned, they were satisfied.

Q Did you endeavour to make it clear to the City Council through your solicitor or otherwise, that you were only a creditor of Ideal Homes?

A Oh, I think that was well known. I say that for one very

A (Cont.) definite reason, and that is that Mr. Hamilton had asked me to produce enough copies of this document that every alderman and commissioner could be supplied with one; which I did; and I think I prepared twenty and gave them to him.

Q The purpose of the application to have the rezoning was to make money, was it not, Mr. Hooke?

A Well, when you put it that way I'm going to say no.

Q All right, I will put it another way, sir: the purpose of the application was to change the zoning on land so as to make that land more valuable?

A What I was anxious to do from the very, very beginning, was to see the City keep its promises, and I say again that the various arguments or suggestions -- should I say -- made were suggestions made by Commissioner Hamilton.

Q Oh, I'm quite well aware of that, sir.

A To bring about what the City had promised in the first instance.

Q Well now, there were applications on behalf of Ideal Homes to have the 27th Street property rezoned; is this not correct?

A Yes.

Q And then there were further applications to have, in an indirect manner, the Buena Vista property rezoned so it could be traded for the 27th Street -- .

A That wasn't our suggestion, sir, or mine, at all.

Q Now then, dealing with the 127th Street property, if the

Hooke - Dewan Re.

(Cont.) definite reason, and that is that Mr. Hamilton had asked me to produce enough copies of this document that every alderman and commissioner could be supplied with one; which I did; and I think I prepared twenty and gave them to him.

The purpose of the application to have the rezoning was to make money, was it not, Mr. Hooke?

Well, when you put it that way I'm going to say no.

All right, I will put it another way, sir: the purpose of the application was to change the zoning on land so as to make that land more valuable?

A What I was anxious to do from the very, very beginning, was to see the City keep its promises, and I say again that the various arguments or suggestions -- should I say -- made were suggestions made by Commissioner Hamilton.

Q Oh, I'm quite well aware of that, sir.

A To bring about what the City had promised in the first instance.

Well now, there were applications on behalf of Ideal Homes to have the 27th Street property rezoned; is this not correct?

Yes.

There were further applications to have, in an Buena Vista property rezoned so as

Q (Cont.) rezoning that had been requested had been allowed, the property would have been worth more money; is this not correct?

A Yes.

Q Right, and the same with the Buena Vista property; as used for a nursing home it was worth more money than for residential restricted?

A The -- no; they were endeavouring, as I understand it, to rezone it downwards. The City had had zoning on the Buena Vista land which called for rather expensive homes, and they had tried for about three years, without success, to sell a single solitary lot in there. Now, as I understand it, nursing homes are allowed in R.1 areas, and so it was necessary to zone it downwards -- in other words, that would have made -- reduced it to R.1 or single-family dwellings of a -- not the posh type; and so far as selling it to a nursing home is concerned, the value would be increased, I will agree with you there, by virtue of the fact that the nursing home becomes a commercial venture.

Q Right.

A Even though sitting on land zoned R.1.

Q So that basically, on both these zoning applications, you hoped to see Ideal Homes make money so that you could be repaid the indebtedness that they owed you?

A Well, there's no doubt about that.

Q So the whole -- .

A I hoped to see some of our money returned.

Q So the whole purpose of these applications, either by yourself or through your solicitor, or through Ideal Homes, was to make money ultimately for Alfred J. Hooke?

A Let me go back again -- .

Q Is that correct?

A I won't accept that, Mr. Bowen, please, I just will not, because that is not in accordance with the facts. The facts were that the City themselves had on two occasions -- and there are letters there -- indicating that they would exchange the land. Neither one of these things ever took place. The action of the City put the company entirely out of business. Anyone who knows the facts will admit it. Now, was there any reason that the City should do such a thing? Of course there weren't. Time went on, and all that was asked for ever was an exchange of property which the City themselves had in writing said they would effect. That's all that was ever asked for.

Q Do you deny, then, sir, that the purpose of these zoning applications was to make money for yourself? Do you deny that?

A No sir, to -- .

Q Do you deny it?

A To return some of the money we had lost.

Q All right; it was to regain money. Right?

A Which had been -- which we had been forced to lose by virtue of City action.

Q This was your opinion?

A It's not only my opinion, it is the opinion of a good many people who have looked into it.

Q Not Mr. Macdonald's.

A And it is certainly accepted by some of the present aldermen, and accepted by the ex-Mayor, according to the evidence that I read.

Q Well now, Mr. Hooke, you told us also that you did not, in many cases, appeal to the provincial boards -- whatever they were at the time. Is this correct -- even though you had a right to do so?

A Yes.

Q What was your reason for not appealing to the provincial boards?

A Because I was a cabinet minister.

Q And this was a little too close to home, is that correct?

A I think out of common decency.

Q I beg pardon?

A And out of respect for the position that I did hold, I didn't want it ever to be said that a decision was influenced because I was a minister.

Q So you realized that there could be allegations of influence had the matter gone to a provincial board?

A There always are -- that is being done every day today, no matter -- .

Q But in this case?

A No matter whose land is involved.

Q In this case you realized that there could be allegations of

Q (Cont.) influence, if it went to the provincial board?

A I'm going to say again that in every case if a decision is rendered by the provincial board there is always someone who is going to say such a decision was influenced by the minister. I have heard it too often.

Q And that could have happened in this instance?

A Oh, certainly it could have, Mr. Bowen.

Q And yet you were willing,while you were Minister of Municipal Affairs, to appeal to the City in this matter; is that correct?

A That's entirely different.

Q Did you do it? You did, didn't you?

A I'm going to put it this way again, because these are the facts: from 1955 until 1962, or '3, actually, nothing happened. At that time Commissioner Hamilton said, after reading this first document: "I am going to see that one way or another this matter is rectified." From there on, I repeat again, he wished to deal with me in connection with it, and it was he who directed what he thought should be done.

Q And you acquiesced in his actions, did you not, sir?

A Yes, I did.

Q Right, so that you were supporting this appeal to the City; is that not correct?

A Well, yes.

Q Quite; so that you did appeal to the City, while you were Minister of Municipal Affairs. Is this not correct, sir?

(Cont.) ... sense, if it went to the provincial board?

I'm going to say again that in every case if a decision is rendered by the provincial board there is always someone who is going to say such a decision was influenced by the minister. I have heard it too often.

Q And that could have happened in this instance?

A Oh, certainly it could have, Mr. Bowen.

And yet you were willing while you were Minister of Municipal Affairs, to appeal to the City in this matter; is that correct?

That's entirely different.

Did you do it? You did, didn't you?

I'm going to put it this way again, because these are the facts: from 1955 until 1962, or actually, nothing happened. At that time Commissioner Hamilton said after reading this first document: "I am going to see that one way or another this matter is rectified." From there on, I repeat again, he wished to deal with me in connection with it, and it was he who directed what he thought should be

... his actio... you not, sir?

Q (Cont.) You personally, through your solicitor or otherwise, did appeal to the City on this zoning matter?

A Let us say that Ideal Homes did.

Q Mr. Hooke, did you not appear in front of the Land Sales Committee at one point?

A For about five minutes to do what I was-- .

Q Did you not appear, sir? I'm not asking the time.

A Mr. Bowen, if you will just permit me to repeat a little of what I said the other day -- .

Q I have listened with a great deal of patience to answers which are not answers to the questions I have been asking, sir.

A Well, I'm sorry if that is so.

Q Well, it is so. Would you proceed, if you wish?

A All I can do is repeat, as I did the other day, in connection with that very same thing, I was asked by the Commissioner if I was prepared -- if I would prepare just a brief summary which would help the members of the Land Sales Committee to come to a conclusion. I delivered it myself, and I was there some five minutes.

Q All right.

A So, you say: did I appear before them? I did, in that capacity.

Q Right, and this was in connection with a zoning application to the City of Edmonton?

A I think that was -- .

Q Right.

A -- on the occasion of the -- .

Q And at that time, you -- .

A -- of the Buena Vista exchange.

Q And at that time you held the position of Minister of Municipal Affairs?

A Yes.

Q Of the provincial government?

A Surely.

Q All right, we've got that established. Now, you would not go further with previous applications because you felt that influence could be alleged; is this correct?

A Are you referring now to appealing to the provincial board?

Q That is right, sir.

A I think there is a vast difference. That is true, but I think there is a vast difference.

Q All right; I'm not asking your opinion on the difference, I am asking you whether this was done or not.

A I -- .

Q You did not appeal to the provincial board?

A I did not. That was not done.

Q And the reason, you have told us previously, was that you felt there might be influence alleged?

A Alleged?

Q Well, people would think that you were influencing the board; is this not correct?

A Yes.

Q There might be a possibility of advantage because of your

Q (Cont.) position as Minister of Municipal Affairs?

A That would be said.

Q Right, by many people?

A That is right.

Q Right.

A And if I might just add -- .

Q Well, now -- .

A -- it is said every day today.

Q Can you tell me the difference between that situation and the situation of you're appearing in front of a municipality in this province while you are Minister of Municipal Affairs, sir?

A Yes, I think so.

Q Please do.

A Well, in the one, where one is appealing to a provincial board, it certainly could be alleged that I interfered; and the most that could be said the other way was the fact that some municipal person had given me a break because I happened to be a minister.

Q There was this possibility, wasn't there, sir?

A There is always that possibility.

Q Right.

A Mr. Bowen -- .

Q Right.

A Always.

Q That you would get a break because you were the minister? You didn't get one, unfortunately. Now, let's come for

Q (Cont.) the moment, sir, to your conversation with Alderman Mrs. Wilson at the inception of the Hamilton era, shall we say?

A At the inception of the -- ?

Q Of the Hamilton era.

A Oh, yes.

Q When he came into the picture.

A Oh, yes.

Q At this time I gather that Mrs. Wilson was an alderman of the City of Edmonton?

A Yes, she was.

Q And she was also a member of the Legislative Assembly?

A That is right.

Q I don't think she was a cabinet minister at that time.

A No, I don't think so.

Q Right. Now, you had told us you were talking to her about other municipal matters, I believe, in your office.

A If my memory serves me correctly, Mr. Bowen, it was something that appeared in the paper regarding dissatisfaction on the part of someone who had applied for either rezoning or a permit for erection of a building, or something.

Q So at that point you brought up to her your problems regarding Ideal Homes' rezoning, is this correct?

A I did mention it, yes.

Q Yes, and did you have your history of Ideal Homes handy and ready at that time to show to her?

A No.

Q When was this given to her?

A I think perhaps I handed it to her the next time I saw her. I would see her quite frequently in the -- .

Q And what was your purpose in handing this to her?

A She asked me may she read it.

Q Now, had you up to this point discussed this with any other aldermen in the City?

A No, I hadn't.

Q Had you discussed it with any of the commissioners?

A This is 1962? I remember on one occasion telling the story of this to his Worship Mayor Roper.

Q And anyone else, sir?

A I know that Commissioner Tweddle -- .

Q Had you discussed it personally with him?

A Pardon?

Q Had you discussed it personally with him?

A Just --- yes, I don't know how that came about either, but--

Q Right. Then, we have so far a discussion with -- personally with Alderman Mrs. Wilson, a discussion personally with Mayor Hawrelak, a discussion personally with Commissioner Tweddle. Is that correct, sir?

A Well, that -- .

Q And who else -- .

A No, I said Mayor Roper, not Hawrelak.

Q I'm sorry, with Mayor Roper. We have an alderman, a commissioner, and the mayor. Who else, sir?

A I don't know of anyone else.

Q Any other aldermen?

A Not that I can recall.

Q Any other commissioner?

A Not that I can recall, sir.

Q Had you not discussed it with Commissioner Menzies?

A No, I had never discussed it with Commissioner Menzies. He was well aware of the happenings all the way through, from beginning to end. He didn't need anyone to tell him.

Q I see; he was aware of it all, and I gather that there had been almost some ill will grew up between you and Mr. Menzies because of this?

A You may think it's strange, Mr. Bowen: I bear no ill will toward anyone, I can't do that.

Q Strangely enough -- .

A It doesn't matter who it is.

Q You told us the other morning that you bear no resentment toward anyone.

A I do not.

Q And yet sometime later in the morning you alluded to "unscrupulous" people.

A That could be, too.

Q I see, and you bear no resentment -- .

A There are lots of unscrupulous people.

Q And is that what you're saying, you bear no resentment towards -- ?

A I was brought up to forgive and forget.

Q I see, so you forgive these unscrupulous people, do you?

- Direct Ex.

Any [illegible] alderman?

Not that I can recall.

Any other commissioner?

Not that I can recall, sir

Had you not discussed it with Commissioner Monsieq?

No, I had never discussed it with Commissioner Monsieq. He was well aware of the happenings all the way through. From beginning to end. He didn't need anyone to tell him.

Q I see; he was aware of it all, and I gather that there had been almost some ill will grew up between you and Mr. Monsieq because of this?

A You may think [illegible] Mr. Bowen: I bear no ill will toward anyone, I don't do that.

Q Strangely enough -- .

A It doesn't matter who it is.

Q You told us the other morning that you bear no resentment toward anyone.

A I do not.

And yet sometime later in the morning you alluded to "unscrupulous" people.

[illegible]

A I do, sir.

Q Coming back to whom you saw in the City: do I take it then that there were only the three of them you saw personally on this matter?

A I can't recall that I went out of my way to see any one of them, for that matter, or made a special attempt to do so.

Q Well -- .

A I think it was casual -- .

Q Yes, and you -- .

A More than anything else.

Q Yes, but you brought it up with each one of them?

A Not necessarily. I did not necessarily bring it up.

Q Well then -- .

A Sometimes it came up in conversation because others had some information without my raising it.

Q The net result, though, sir, of your discussions with Mayor Roper and with Commissioner Tweddle, was that you didn't advance the cause of Ideal Homes in any way; is this correct?

A Will you state that again, please?

Q You didn't get them to do anything about it? You didn't achieve anything by talking to them?

A I can't say that I was really trying at that particular time.

Q I see, but did you achieve anything by talking to Mayor Roper and Commissioner Tweddle?

A No.

Q All right; but when you talked to Mrs. Wilson you achieved

Q (Cont.) something, did you not?

A Well, so far as I was concerned, all I was doing was permitting her to read this document -- at her request.

Q Yes.

A I didn't ask her to give it to anybody.

Q I have a simple question, sir, did you achieve anything by talking to Mrs. Wilson?

A I haven't seen much results yet.

Q You achieved this that it got into the hands of the City and became a cause celebre again did you not?

A About the only thing I achieved is that I am sitting here today.

MR. CLEMENT: Well of course, the matter of it being a cause celebre is a matter of the counsel here. This was not Mr. Hamilton's testimony.

MR. BOWEN: Perhaps my words are not well chosen.

Q MR. BOWEN: In any event, this did get to Commissioner Hamilton in talking to Mrs. Wilson?

A That is right Mr. Bowen, yes.

Q And then it went from there to Hearings in Council and so forth?

A Well, as I say again, Commissioner Hamilton contacted me after that and said, I would like to get this, as he referred to it, as a terrible state of affairs, he would like to see it settled.

Q So I take it sir that when you talked to Commissioner Tweddle and Mayor Roper, nothing happened. When you talked to a Social Credit M.L.A. who was also an Alderman then things got rolling, is this what happened?

A Well, I am certainly not going to accept it as being that at all.

Re - Bowen Jr.

I have a simple question, sir. did you achieve anything by talking to Mrs. Wilson?

I haven't seen much results yet.

You achieved this that it got into the hands of the City and became a cause celebre again did you not?

About the only thing I achieved is that I am sitting here today.

MR. CLEMENT: Well of course, the matter of it being a cause celebre is a matter of the counsel here. This was not Mr. Hamilton's testimony.

MR. BOWEN: Perhaps my words are not well chosen.

MR. BOWEN: In any event, this did get to Commissioner Hamilton in talking to Mrs. Wilson?

That is right Mr. Bowen, yes.

And then it went from there to Hearings in Council and so forth?

Well, as I say again, Commissioner Hamilton contacted me after that and said, I would like to get this, as he referred to it as a terrible state of affairs, he would like to see it

air that when you talked to Commissioner Tweedie g happened. When you talked to a

A. o was also an

Q Do you deny it?

A I don't deny this happened but it wasn't because it was a Social Credit M.L.A.

Q Oh I didn't say it was because she was a Social Credit M.L.A.?

A But, you are implying that to me.

Q But the fact she was a Social Credit M.L.A. is entirely incidental?

A Well then, you could have left that out, couldn't you.

Q Now, did you suggest that she take this to Commissioner Hamilton?

A I did not, sir.

Q Did she tell you that she was going to?

A No.

Q Did you find that it was a good thing to take it to Hamilton, were you happy with her taking it to Hamilton?

A No, I can't say that I was.

Q Was there any desire on your part to take it to the most inexperienced Commissioner in this City?

A No Mr. Bowen.

Q When did you prepare this history, sir?

A Well, from time to time as different things would happen, I would jot them down.

Q Yes, you have told us that. Now, over a period of how many years?

A Well, that went back to the beginning of Ideal Homes.

Q So you started right in at the start to jot these things down?

A I would make notes of these various things and I do from time to time on other things as well.

Q I see, and you made notes and I think it included the Capilano trade did it not?

A Let me get that again?

Q Your Memorandum included the Capilano trade did it not?

A I can't recall offhand whether it was in the first one or not, it could be.

Q I am not going to ask you about the second meeting today at Mr. Leger's motel, sir, but, can you tell me whether you told Premier Manning you were going to that meeting before you went to it or after?

A The second one?

Q That is right?

A No, only after I had been did I tell him.

Q When did you tell him?

A When did I tell him?

Q Yes?

A About ... well, this happened between four and five o'clock, I was there an hour and ten minutes, I contacted his home about seven by telephone and then proceeded to his home shortly after that.

Q Can you tell us what you told him on that occasion?

THE COMMISSIONER: Mr. Bowen, I understand that this particular matter is going to be followed later and I am just wondering, unless you have some particular reason relating to Ideal Homes you could leave it until that time arises.

Direct - Bowen Jr.

MR. BOWEN: Very well sir, there is no difficulties there.

THE COMMISSIONER: I understand it is going to be, the matter is going to be brought up for examination.

MR. BOWEN: Oh, I am sure it is.

THE COMMISSIONER: So, let us try and keep ourselves on track.

MR. BOWEN: Right, thank you sir.

Q MR. BOWEN: Talking about the first meeting that you had with Mr. Leger, Mr. Hooke, when you went to see him concerning Ideal Homes, did you offer to help him in a political way?

A No I certainly didn't Mr. Bowen.

Q Well now, I think you have read the evidence of Mr. Leger concerning it?

A Yes I did.

Q And he indicates you offered to help him in his election campaign? Correct?

A That is what his evidence says, yes.

Q And I believe you also offered the services of your political organization to assist him? Correct?

A That is what he said in his evidence, yes.

Q Now, was there any ill will between you and Mr. Leger today sir that would cause him to say this if it wasn't said?

A Today?

Q Yes?

A Well, I still bear the man no ill will regardless of all that

A (Cont.) has happened.

Q I see.

MR. MAYNARD: But the feeling is not mutual.

MR. WRIGHT: More evidence?

MR. MAYNARD: Just a statement.

MR. BOWEN: You have been quiet for a long time Mr. Maynard.

MR. MAYNARD: I think I have been doing pretty well.

Q MR. BOWEN: Do you know of any reason why he would say this when you say it isn't so and never occurred?

A No I certainly can't give reasons for anything Mr. Leger does.

Q Was there any discussion of politics as such that he could take this out of?

A No, none whatever.

Q Did you discuss the Social Credit Party?

A Not at all.

Q Or Provincial politics with Mr. Leger this evening?

A No.

Q Did you discuss Civic politics?

A As a parting shot that night he said to me, I would do anything to get a Liberal Government in this Province.

Q Oh, I quite agree with you sir.

A That is the only mention of politics that I recall.

Q Now, was this the only mention of politics?

A The only one.

Q Was there no mention at all of Civic politics?

A No there wasn't Mr. Bowen.

Q Your memory is quite clear and lucid on that is it Mr. Hooke?

A Yes. As a matter of fact, as a result of the second meeting I had very little difficulty in recalling what had happened the first time because it was only a week before.

Q Well now, I don't want to put you in a position of calling Mr. Leger a liar, sir, but is he mistaken then?

A Well I don't know, all I know is that his statement is not in accordance with the facts as I know them..

Q In other words, you say today you did not make that statement on that evening?

A Yes, I surely say that Mr. Bowen.

Q And if Mr. Leger says you did then he is mistaken or he is lying?

MR. CLEMENT: Well ...

MR. BOWEN: I think this is proper, sir.

MR. CLEMENT: I think it is highly improper cross-examination sir to ask the witness if he thinks someone else is lying or not.

THE COMMISSIONER: I don't think you should ever ask anybody to impute lying because it puts deliberateness in there and I think it is perfectly correct to say mistaken but, I don't think anybody should be put in the position, under oath, of accusing somebody else of lying.

MR. BOWEN: Well My Lord, with deference ...

n ...ber wasn't Mr. Bowen.

Q Your memory is quite clear and lucid on that is it Mr.

Meeke?

A Yes. As a matter of fact, as a result of the accord meeting

I had very little difficulty in recalling what had happened

the first time because it was only a week before.

Q Well now, I don't w... to put you in a position of calling Mr.

Leger a liar, sir, but is he mistaken then?

Well I don't know, all I know is that his statement is not

in accordance with the facts as I know them.

In other words, you say today you did not make that statement

on that evening?

Yes, I surely say that Mr. Bowen.

And if Mr. Leger says you did then he is mistaken or he is

lying?

CLEMENT: Well ...

BOWEN: I think this is proper, sir.

MR. CLEMENT: I think it is highly improper cross-

examination sir to ask the witness if he thinks someone else

is lying or not . .

... I don't think you should ever ask

... to impute lying ... it puts deliberateness in

THE COMMISSIONER: It is equivalent of asking Mr. Hooke here to literally accuse Mr. Leger of perjury and I don't think any person, any witness should be put in a box. If you were to ask if he thinks he was mistaken, that is perfectly all right but, I have objected several other times but, I don't consider it is proper that any witness should be asked to brand another person as a perjurer which is in effect what you are asking him to do.

MR. BOWEN: With deference sir and with great respect, I have given Mr. Hooke an alternative, he is mistaken or he is lying.

THE COMMISSIONER: Well, I am not permitting or requiring him to answer the alternative. You can ask him if he considers if Mr. Leger was mistaken but I, on several other occasions here, I have taken the position and I might say I take this position not only as Commissioner but, I take that position in my Court that I do not like any witness to be put in the position of in effect accusing a person of perjury because I think it is an unfair question to ask anybody.

MR. BOWEN: May I speak to this for a moment, sir?

THE COMMISSIONER: Yes.

MR. BOWEN: If this witness has the opinion, the honest, solemn opinion that Mr. Leger was lying I think that that answer is properly adducible.

THE COMMISSIONER: If he wishes to volunteer it, that is up to him. But, I don't think he should be obligated to

THE COMMISSIONER: (Cont.) answer the question. There is a distinction Mr. Bowen.

MR. BOWEN: If he has formed no opinion then of course he can answer. I say this with respect sir and I realize the Commissions desire not to have this come out but, at the same time there can be and there is sometimes perjury.

THE COMMISSIONER: Well, I cannot prevent any witness volunteering any evidence he wants but I don't like a witness to be put in the position where he has to give a categorical yes or no to a question of that kind.

MR. BOWEN: I won't pursue the matter further, thank you My Lord.

THE COMMISSIONER: But you may ask him ... Mr. Clement?

MR. CLEMENT: I am just curious as to what Mr. Bowen had in mind when he said the Inquiry is anxious not to have this come out.

The position I took sir is that it is highly improper cross-examination to ask a witness an opinion which is for the tribunal itself, that is to say, one witness gives one set of facts, another witness is called to give his version of the facts and then the second witness is asked to comment on what has been said by the previous witness and to draw deductions from it and make comparisons as to who is telling the truth. This in my understanding of examination of witnesses is improper from start to finish and I think that can be substantiated by any text such as Phippson on evidence.

MR. BOWEN: May I assure my learned friend when I

[illegible] (Cont.) answer the question. There is a distinction Mr. Bowen.

MR. BOWEN: [illegible] If he has formed no opinion then of course he can answer. I say this with respect sir and I realize the Commissioners desire not to have this come out. But, at the same time there can be and there is sometimes [illegible]

THE COMMISSIONER: Well, I cannot prevent any witness volunteering any evidence he wants but I don't like a witness to be put in the position where he has to give a categorical yes or no to a question of that kind.

MR. BOWEN: I won't pursue the matter further, thank you My Lord.

THE COMMISSIONER: But you may ask him .. Mr. Clement!

MR. CLEMENT: I am just curious as to what Mr. Bowen had in mind when he said the inquiry is anxious not to have this come out.

The position I took sir is that it is highly improper cross-examination to ask a witness an opinion which is for the tribunal itself, that is to say, one witness gives one set of facts, another witness is called to give his version of the facts and then the second witness is asked to comment. [illegible] and make comparisons as to who is telling

MR. BOWEN: (Cont.) said that I had no desire that this come out, I did not mean anything sinister, it was merely with respect to the use of the word lying or not lying and I apologize to my learned friend if he took any other meaning out of it.

Q MR. BOWEN: Could I direct your attention for the moment Mr. Hooke to your dealing on the Capilano exchange and you will recall that ultimately the Bronx property was purchased by Federal Equipment Supplies Western Limited?

A Yes.

Q Now, did you deal with Mr. French personally on this?

A The only dealing I had with Mr. French, Mr. Bowen, was when he came down to the office and explained to me that he had seen my name on a map at the Civic Block on a specific piece of land near the large elevator. He understood that ...

Q I just asked if you had met him, please let me lead you if you will?

A Very well.

Q So you did meet him on this one occasion or more than one?

A No, just the one.

Q Just the one. I notice sir that Ideal Homes sold lumber to Federal Equipment and Supplies in 1954, did you know about this?

A No I didn't.

Q Did you sell him this lumber?

A I sure didn't.

Hanko - Bowen Dr.

(Cont.) said that I had no desire that this come out. I did not mean anything sinister, it was merely with respect to the use of the word lying or not lying and I apologize to my learned friend if he took any other meaning out of it.

Q MR. BOWEN: Could I direct your attention for the moment Mr. Hooke to your dealing on the Capilano exchange and you will recall that ultimately the Brown property was purchased by Federal Equipment Supplies Western Limited?

A Yes.

Now, did you deal with Mr. French personally on this?

A The only dealing I had with Mr. French, Bowen, was when he came down to the office and explained to me that he had seen my name on a map at the Civic Block on a specific piece of land near the large elevator. He understood that

Q I just asked if you had met him, please let me lead you if you will?

Very well.

So you did meet him on this one occasion or more than one?

e. I [illegible] his that Ideal Homes Sub Number 29

2-P-10
A. J. Hooke - Bowen Ex.

Q Tell me, did Federal Equipment and Supplies do business with the Government of Alberta in the way of contracts?

A I have no idea whatever.

Q You don't know?

A No I don't.

Q Now, as I take it sir the price to Federal Equipment Supplies was $29,000.00 for this parcel of approximately two acres?

A Something like that.

Q Well, was it $29,000.00?

A I don't know for sure. I know how the price was arrived at.

Q I am showing you a photostat, I don't know what the number of the Exhibit is, would you recognize that as your signature, sir?

A Yes.

Q And it sets out here $29,000.00 on the transfer?

A That is right.

Q Can you now say it was $29,000.00?

A It must be.

Q And the City valued this land at $20,000.00, is this not correct? $20,080.00 to be exact?

MR. CLEMENT: Well again I point out sir that the Affidavit of Transferee should be taken into account and the witness not led down the path.

MR. BOWEN: I don't understand my friend, sir.

MR. CLEMENT: Improvements as per clause 2, $14,800.00 is what I am talking about.

MR. BOWEN: I was aware of that, sir, thank you.

2-P-11
A. J. Hooke - Bowen Ex.

MR. CLEMENT: In fact, you might have overlooked it.

Q MR. BOWEN: Perhaps Mr. Hooke, I am showing you an Affidavit of Transferor, again, do you recognize your signature sir?

A Yes I do.

Q And on paragraph 4 it indicates that the true consideration passing between the parties is $29,000.00, is that correct?

A That is what it says there.

Q Well now, perhaps you can clarify, your deal with the City to trade Capilano for this Bronx property was that the Bronx property was valued at $20,080.00 and your property was valued at $7,290.00. Is this to the best of your memory correct?

A I can repeat again the entire transaction as I understood it.

Q Well, let me ask you ...

A As to what may have been done regarding the mechanics I had no knowledge of that.

Q Well, didn't Federal Equipment pay you $29,000.00?

A No sir, Federal Equipment did not pay me $29,000.00.

Q That is your evidence?

A May I repeat again this entire transaction?

Q I think it might be a good idea?

A I received a call one morning from Mayor Hawrelak. In this telephone call he pointed out that Capilano had now been taken into the City of Edmonton from Strathcona. He stated that there were many privately owned lots out there and that the City was trying to get the ownership of all of those privately owned lots, either by purchase or by exchange. He

A (Cont.) pointed out that they had picked up some lots for as low as $10.00, others they had paid as high as $100.00 for and others they had exchanged. He said, we note that you have a block of land out there consisting of thirty lots and we would like to get it. He went on to say further that one reason for picking up the privately owned land was the fact that there was still some question about the settling of the land, it having been undermined at one time and people who owned these lots now that they had come into the City, his expression was, will be on our necks to get the area serviced. We don't know how long it is going to be before we can service them.

MR. BOWEN: Perhaps sir, perhaps you can come to the details of the transaction itself without the preliminaries?

A I think the preliminaries are a necessary part of it myself, sir.

MR. BOWEN: I have no desire to stop you sir, go ahead?

A In my opinion they are a necessary part.

Q Proceed?

A I explained that I had already optioned this particular block at five hundred dollars a lot and I told him to whom it was optioned. He asked me if I would speak to Commissioner Menzies at the same time, whether they were in the same office or not, they certainly spoke together or in turns, one after the other.

- Bowen Ex.

noticed out that they had picked up some lots for as low as $10.00, others they had paid as high as $100.00 for and others they had exchanged. He said, we note that you have a block of land out there consisting of thirty lots and we would like to get it. He went on to say further that one reason for picking up the privately owned land was the fact that there was still some question about the settling of the land, it having been undermined at one time and people who owned these lots now that they had come into the City, his expression was, will be on our necks to get the area serviced. We don't know how long it is going to be before we can service them.

MR. BOWEN: Perhaps sir, perhaps you can come to the details of the transaction itself without the preliminaries?

A I think the preliminaries are a necessary part of it myself.

MR. BOWEN: I have no desire to stop you sir

Go ahead?

In my opinion they are a necessary part.

I had a [illegible] explained this particular block

A (Cont.) It was pointed out to me that in all probability this land was going to be zoned for park purposes, in which case it would not be available to anyone else in any case for development. It was also explained by both of them that they could not pay $500.00 per lot, the City wasn't paying that kind of a price for it so they agreed that that afternoon they would have someone from the City go out and evaluate the property and give me a call on the phone. Sometime later I received the call, the first offer being seventy-two hundred and the second one being ninety-two hundred. I don't think there is any mention of that whatever in the document to which you refer. But, that is what was suggested.

Q If I might just stop you there, the $9,200.00 offer was including another property other than Capilano, was it not?

A No I don't think so Mr. Bowen.

Q All right?

A It was a matter of my saying I wouldn't take $7,200.00 for it. They said well, we could go a little higher, would you go for ninety-two and I said well, as far as I am concerned when I have an opportunity of $500.00 a lot I don't see why I should take less. Then it was suggested that an exchange be arranged to which I agreed providing that it was all right with Mr. Maber, I would phone him and tell him I had been informed by the City that it was being zoned for park purposes.

Mr. Maber said, well, if that is the case we will not

A (Cont.) stand in the way of that and stepped out of the picture so, the land in the Bronx was offered in exchange providing I would be prepared to pay $12,000.00 difference. I explained the other day that my expression was I haven't got twelve thousand cents much less twelve thousand dollars.

The City pointed out that this was industrial land, that there were people looking for industrial land everyday and as far as they were concerned they would arrange for someone to take this land off my hands and at the price they were placing upon it the amount of money which I would receive would be approximately the same as I was being offered on the basis of $500.00 a lot for my Capilano lots.

Now, as soon as this had been agreed to verbally, some little time went by and two or three other things happened, I simply called Mr. George Bryan, told him exactly what the deal was and the deal was to be something like this, my block to be transferred to the City, this is after Federal Equipment had come into the picture, the City land was to be transferred to Federal Equipment, Federal Equipment was to pay $12,000.00 to the City and the balance to me. That was the transaction.

Q Thank you. Now, they were to pay $12,700.00 to the City, Federal Equipment?

A Well, whatever that difference was Mr. Bowen.

Q All right, and did you not receive in the vicinity of $16,000.00 so that it would equal what you were going to get from Mr. Sladden and Mr. Maber?

A Let me get that again please?

Q Did you not receive in the vicinity or area of $16,000.00 which is what you would have received from Maber and Sladden?

A Something like that.

Q Right, so when I say the amount of money paid by Federal Equipment was around $29,000.00, this was paid out by them in cash was it not?

A Well, it must have been.

Q Right. Did you put any improvements on this Bronx land? You?

A As far as I am concerned, I did not.

Q Right, so that they paid $29,000.00 for a piece of land that was valued by the City at $20,000.00?

A All I can tell you sir ...

Q Federal Equipment did?

A All I can say to you is what I have said now. I know what the transaction was. The mechanics were up to someone else and I think when I read the evidence of ex-Mayor Hawrelak I noticed there an explanation that I myself required.

Q Well, let us start over again, not right at the beginning sir, at the last here. Federal Equipment put out $29,000.00 did they not?

A They must have done if they paid the City twelve or thereabouts.

Q Yes, and you knew originally that you were going to have to pay the City in order to obtain this Bronx land $12,700.00 if you bought it or traded it yourself?

A Yes.

Q Right, and you knew originally that the City valued the Bronx land at $20,000.00?

A No I didn't, sir.

Q Well now, just a moment, let's go into a little arithmetic, you are an old school teacher, sir, seventy-two and some odd hundred dollars for your land in Capilano, right? For block 5?

A Well, that is what was said to begin with.

Q All right, plus $12,700.00 makes about $20,000.00, doesn't it?

A That is true, but that is not the way it was proposed to me, that is the way you are suggesting it and perhaps the document but, that isn't what I understood.

Q Did you know the value the City had placed on the Bronx property?

A All I knew was, they said ours was worth $12,000.00 more than yours and you have to get, so you are saying $500.00 an acre for yours and this transaction will permit you to do it.

Q Mr. Hooke, you realize today that the City had placed a value of $20,080.00 on this Bronx land?

A Do I realize what?

Q Today?

A Today?

Q Yes?

A From that document I would say yes.

Mr. Hooke, you realize today that the City had placed a value of $20,080.00 on this Bronx land?

A Well, that is what was said to begin with

Q All right, plus $12,700.00 makes about $30,000.00 doesn't it?

A That is true, but that is not the way it was proposed to me, that is the way you are suggesting it and perhaps the document, but, that isn't what I understood.

Q Did you know the value the City had placed on the Bronx property?

A All I know was, they said ours was worth $12,000.00 more than yours and you have to get, so you are saying $500.00 an acre for yours and this transaction will permit you to do it.

Q Right. Now, do you know of any reason why Mr. French of Federated Equipment Supplies, etc., would pay $9,000.00 more for a piece of property than you in effect had purchased it for?

A Mr. French knew exactly what the circumstances of this entire transaction were.

Q And you say -

A Because when he came to me Mr. French was told from beginning to end the entire story.

Q All right.

A He had understood that I owned the property in the Bronx.

Q Quite so.

A I told him I did not.

Q Mr. French then was aware that he was paying $9,000.00 more for a piece of land than he could have bought it from the City for?

A I don't know that.

Q Well, you told me he was aware of all the circumstances?

A He was aware of the circumstances so far as I was concerned, I sat and explained to him that "This is not my property up there, my property is thirty lots in the Bronx, the City wants it for park purposes.".

Q Tell me, sir, do you know of a firm named McNamara Construction?

A A firm named McNamara Construction?

Q Yes?

A Yes, I do.

Q And they have done considerable business with the Provincial Government, have they not?

A Well, I don't know that.

Q And do you know or could you tell me whether McNamara Construction has a subsidiary, Federal Equipment Supplies (Western) Limited?

A No sir, I don't know that either.

Q Thank you, sir.

THE COMMISSIONER: Mr. Crawford?

MR. CRAWFORD EXAMINES THE WITNESS:

Q Mr. Hooke, Exhibit 97 is a statement of yours. I am going to read you short excerpts of it. Would you like a copy of it from the Clerk?

A It might be better unless I have one here.

MR. CLEMENT: It will be in the file there I think.

Q MR. CRAWFORD: Would you look at page 3, please, Mr. Hooke, and in the middle it says:

> "It is true that I was associated with Ideal Homes from June 17th 1950 to May 2nd 1953, at which time I arranged for my interest, which amounted to an original investment of only $2,400.00, to be taken over by the other members of the company. I remained on as a Director for a few months, though holding no interest whatever."

Have you since changed your impression of that statement, Mr. Hooke, in order to be able now to say that you did retain an interest?

Hooke - Bowen Rx.
- Crawford Rx.

A I can't say that I have changed my views in connection with it.

Q All right, and on page 4 of the same Exhibit:

"Even though I had nothing whatever to do with the company ..."

Those are rather particular or deliberate words, I suggest:

"... nothing whatever to do with the company, I assured my previous associates that because I had at one time been associated with Ideal Homes, I would strongly oppose an appeal by them ..."

etc.; and, of course, the part I refer you to is the statement that you had nothing whatever to do with it; and then in the next paragraph below:

"... and though Mr. Campbell of Ideal Homes made representation on behalf of the company to have the City make good its own offer of a property exchange, or to effect a re-zoning, I had absolutely no contact whatever with it in any way."

Again a deliberate statement, and the one I want to ask you about commences on the top of the next page, 5:

"Commissioner Hamilton interested himself in the problem and discussed it fully with me. I explained to him that I severed my connections with the company nine years before ..."

That is not so, is it, Mr. Hooke?

A Well, I severed my financial connections in May of '63, and I was no longer a Director after January 1st of, pardon me,

A (Cont.) of '53, and no longer a Director after January '55.

Q I believe you have read the evidence, Mr. Hooke, that Mr. Justice Morrow gave here?

A Yes.

Q And on page 3707 he said:

"I understood, and I can't tell you when, but I am sure that it would be at the start, that he was a creditor, but the main creditor, and therefore considered that he sort of had control of the company."

and then again he said, after being asked:

"Q But you treated it as being controlled by Mr. Hooke?

A Yes, I considered I was acting for Mr. Hooke by way of his solicitors.

Q I see.

A I had no contact with anyone else in Ideal Homes."

and, Mr. Hooke, have you not on November 24th, last Friday, changed your testimony, changed the statement that you made in Exhibit 97, that you had severed your connections, when you said on page 4560:

"Q Well, when do you say you ceased to become a non-participating Director?

A Well, it would certainly be on the day that you just mentioned, January 1st 1955."

and then you said this:

"Certainly I have retained an interest as a creditor."

Do you remember making that statement?

A Yes.

Hooke - Continued Ex.

(Cont.) of 733, and as Manager & Director after January 1st

I believe you have read this evidence, Mr. Hooke, that Mr.

Justice Morrow gave here?

Yes.

And on page 3707 he said:

"I understood, and I can't tell you when. But I am sure

that it would be at the start, that he was a creditor,

but the main creditor, and then before considered that

he sort of had control of the company."

and then again he said, after being asked:

"Q But you treated it as being controlled by Mr. Hooke?

A Yes, I considered I was acting for Mr. Hooke by way

of his solicitors.

Q I see.

A I had no contact with anyone else in Ideal Homes."

and, Mr. Hooke, have you not on November 24th, last Friday,

changed your testimony, changed the statement that you made

in Exhibit 97, that you had severed your connections, when you

said on page 4503:

"Q Well, when do you say you ceased to become a more

or less participating Director?

Q And is your position of a creditor an interest in Ideal Homes?

A Well, I think you are placing two interpretations perhaps on the word "interest". I had been interested, I am sure, in the welfare of the company, partly from the standpoint of being a creditor and wishing to get my investment back.

Q And do you say that when you said in Exhibit 97 that you had nothing whatever to do with the company, and further that you had severed your connections with it nine years before, that those statements were the whole truth?

A Well, in what I was meaning certainly they were. It depends on what one may want to read into them, I presume.

Q Have I read into them anything that is not there, Mr. Hooke?

A No so far as the words are concerned.

Q Is it a breach of public duty, Mr. Hooke, to mislead the House?

THE COMMISSIONER: Oh, I think that -

MR. CLEMENT: Really we are not interested in that, that should be a matter for the House to determine.

MR. GILL: Well, Mr. Profumo did it.

MR. CLEMENT: Well, he was dealt with by the House, wasn't he?

MR. GILL: Before Mr. Justice Denning.

Q MR. CRAWFORD: Exhibit 91 was a statement made in the Legislative Assembly?

MR. MAYNARD: Exhibit 97.

Q MR. CRAWFORD: I am sorry, Exhibit 97?

And is your position of a creditor an interest in land?

Well, I think you are placing two interpretations perhaps on the word "interest". I had been interested, I am sure, in the welfare of the company, partly from the standpoint of being a creditor and wishing to get my investment back.

And do you say that when you said in Exhibit 97 that you had nothing whatever to do with the company, and further that you had severed your connections with it nine years before, that those statements were the whole truth?

Well, in what I was meaning certainly they were. It depends on what one may want to read into them, I presume.

Q Have I read into them anything that is not there, Mr. Hocke?

No so far as the words are concerned.

Q Is it a breach of public duty, Mr. Hocke, to mislead the House?

THE COMMISSIONER: Oh, I think that -

MR. CLEMENT: Really we are not interested in that, that should be a matter for the House to determine.

MR. GILL: Well, Mr. Pretlumo did it.

CLEMENT: Well, he was dealt with by the House.

MR. WRIGHT: With the greatest respect, My Lord, what, surely what this witness considers his public duty to be is extremely relevant.

MR. CLEMENT: His public duty to the House?

THE COMMISSIONER: That is a matter between Mr. Hooke and the Legislature.

Q MR. CRAWFORD: May I just ask the witness this, Mr. Commissioner: Exhibit 97 we have just been looking at was a statement of yours which was produced to the Legislative Assembly, is that right?

A Yes.

Q Well, I won't go further into the questions, Mr. Hamilton has also given some evidence as to the apparent importance of this matter to you, Mr. Hooke, that I have noted; but I gather that your explanation now is that I have put an interpretation upon the word "interest" that you didn't intend when you said that you retained an interest as a creditor?

A Yes, I think so. I was indicating that I was an interested party, more or less.

Q But wouldn't that have been something to say to the House if you were making a full disclosure instead of that you had no interest whatever?

A Well, this was certainly not intended to be a complete rundown of this whole history, that is sure; and so far as the information to the House is concerned, I was not misleading the House in any way.

Crawford Ex.

CHAIRMAN: With the Commissioners request, Mr Lloyd,

what, surely what this witness considers his public duty to

be is extremely relevant.

MR. CLEMENT: His public duty to the House

THE COMMISSIONER: That is a matter between Mr. Hooke and

the Legislature.

Q MR. CRAWFORD: May I just ask the witness this, Mr.

Commissioner: Exhibit 97 we have just been looking at was

a statement of yours which was produced to the Legislative

Assembly, is that right?

A Yes.

Well, I won't go further into the questions, Mr. Hamilton

also given some evidence as to the apparent importance of

this matter to you, Mr. Hooke, that I have noted; but I

gather that your explanation now is that I have put an

interpretation upon the word "interest" that you didn't

intend when you said that you retained an interest as a

creditor?

A Yes, I think so. I was indicating that I was an interested

party, more or less.

But wouldn't that have been something to say to the House if

you were making a full disclosure instead of that you had

Q But if it is found here that you did mislead the House, do you agree that that is a breach of a public duty?

THE COMMISSIONER: Now, Mr. Crawford, I have already stated, I think that is a matter between Mr. Hooke and the Legislature. I don't think it is a matter for Mr. Hooke to pronounce on, whether it was a breach of his duty as a member of the Legislature; and certainly not, I am considering here Mr. Hooke in his capacity as a Minister of the Crown and his functions as a Minister of the Crown, not as a member of the Legislative Assembly per se.

Q MR. CRAWFORD: I will, of course, abide by your ruling in that respect, Mr. Commissioner.

Mr. Hooke, did you know that Mr. Campbell had made the statement at the time it was made to Mr. Geoffrey Hamilton to the effect that if the Ideal Homes matter was not settled by City Council that the City could forget all about annexation?

A The first time I knew of such a thing was when I read it in the transcript. My recollection was entirely different of their meeting.

Q Entirely different than what?

A From that statement. I can recall first of all that Mr. Hamilton phoned me and asked me if I would have Mr. Hooke get in touch with him, that he would like to (as you know, Campbell does not have a listed number), and he would like to have a discussion with Mr. Campbell on something or other, so I phoned Campbell and told him that Mr. Hamilton wished to

But if it is found here that you did mislead the House, do you agree that that is a breach of a public duty?

THE COMMISSIONER: Now, Mr. Crawford, I have already stated, I think that is a matter between Mr. Hooke and the Legislature. I don't think it is a matter for Mr. Hooke to pronounce on, whether it was a breach of his duty as a member of the Legislature; and certainly not. I am considering here Mr. Hooke in his capacity as a Minister of the Crown and his functions as a Minister of the Crown, not as a member of the Legislative Assembly per se.

Q MR. CRAWFORD: I will, of course, abide by your ruling in that respect, Mr. Commissioner.

Mr. Hooke, did you know that Mr. Campbell had made the statement at the time it was made to Mr. Geoffrey Hamilton to the effect that it the ideal Homes matter was not settled by City Council that the City could forget all about annexation?

A The first time I knew of such a thing was when I read it in the transcript. My recollection was entirely different at their meeting.

Entirely different than what?

. I can recall first of all that Mr. me and asked me if would have . Hooke h him, that he would like to [illegible] you know, number) he would like something or other [illegible] to

A (Cont.) see him over the weekend. I had no idea what it was about; and the next day following their meeting Mr. Campbell phoned to me, and he stated that Mr. Hamilton had said something like this, he could not understand "... why in the world the City of Edmonton would let this Ideal Homes thing go the way they did when Mr. Hooke, being a Minister of the Crown, is in a position to either help them or hurt them one way or another."; now, that was the statement which came to me.

Q That was reported to you by Mr. Campbell?

A Yes.

Q Was Mr. Campbell authorized at this point to deal with the City on behalf of Ideal Homes?

A Well, I can't say authorized necessarily, he certainly would be acting on behalf of the company whether or not I should think without having any special authorization. It is true that properties were transferred into his name in trust for some reason or other, which I do not know, to be handled or held in trust for Ideal Homes, so I take it, Mr. Crawford, in that capacity he would certainly feel free if he wished to discuss any of Ideal Homes' affairs with anyone he may wish to.

Q Well, it would be correct I think to say that it was presumed by you that he would represent Ideal Homes in various matters, is this true?

A Yes, I would presume that, surely.

Q And in particular in seeing Mr. Hamilton you had no intention

(Cont.) see him over the weekend. I had no idea what it was about; and the next day following their meeting Mr. Campbell phoned to me, and he stated that Mr. Hamilton had said something like this, he could not understand "... why in the world the City of Edmonton would let this Ideal Homes thing go the way they did when Mr. Hooke, being a Minister of the Crown, is in a position to either help them or hurt them one way or another."; now, that was the statement which came to me.

Q That was reported to you by Mr. Campbell?

A Yes.

Q Was Mr. Campbell authorized at this point to deal with the City on behalf of Ideal Homes?

A Well, I can't say authorized necessarily. He certainly would be acting on behalf of the company whether or not I should think without having any special authorization. It is true that properties were transferred into his name in trust for some reason or other, which I do not know, to be handled or held in trust for Ideal Homes, so I take it, Mr. Crawford, in that capacity he would certainly feel free if he wished to discuss any of Ideal Homes' affairs with anyone he may

Q (Cont.) that he go there without the authority of the company to deal on behalf of it?

A Well, at that point, Mr. Crawford, it is true to say that I did not know what Mr. Hamilton wished to see him for, whether it was that or something entirely different. It could have been Ideal Homes, it could have been anything else as far as I was concerned, I didn't ask Mr. Hamilton naturally. He just said he would like to meet and have a discussion with Mr. Campbell, would I contact Campbell and tell him to call him, which I did.

Q Can you recall if this was after you submitted the memorandum that has been discussed to Mrs. Wilson?

A No, I am sorry, I don't know the date of that.

Q In any event -

A Just a moment, you said would it be after?

Q Yes?

A It must have, for the very reason that I had no contact with Mr. Hamilton myself prior to this time.

Q And the substance of Mr. Campbell's conversation with Mr. Hamilton was very shortly reported to you, I gather, very shortly after the conversation referred to took place Mr. Campbell told you of it?

A That is the only thing he mentioned to me, was the fact that in their conversation the night before Mr. Hamilton had made this statement or this comment.

Q He didn't say whether or not any progress had been made in settling the Ideal Homes matter?

A As a matter of fact I don't think he had mentioned anything to me concerning any discussion of Ideal Homes. I can recall this one statement but whether it was something else they were talking about or not I don't know at this time.

Q Did this statement alarm you?

A No, I didn't feel it was anything to get alarmed at.

Q Wasn't that just the sort of thing you feared, that some person in the City would feel that you were in the position where preference might be given because of your position?

A No, I just took it as just being a casual comment on the part of the Commissioner.

Q Well, if it was a casual comment I wonder why it was the only part of the conversation that was reported, I wonder what else there was that was important if that was casual?

A I don't believe he called me, as a matter of fact, to specifically report on that matter at all, but he did say that Mr. Hamilton had made this comment the night before in their meeting. I believe that they were not even together more than a matter of minutes.

Q Well, it is almost I think incredible, Mr. Hooke, that Mr. Hooke, pardon me, Mr. Hamilton and Mr. Campbell would get together for a few minutes just for the purpose of having Mr. Hamilton make the one statement you have alluded to to Mr. Campbell?

A Well, I understand that they have had other dealings between them.

Q But you didn't understand that those other dealings were

Q (Cont.) discussed at the time?

A Well, as I say, I wasn't told and I certainly didn't ask, it was none of my business.

Q I think you said, Mr. Hooke, that Mr. Campbell had a sort of general authority to deal on behalf of Ideal Homes in respect of numerous matters?

A Well, I think that is true.

Q And this was with your approval?

A Well, I would say so, yes.

Q Coming to another matter then, Mr. Hooke, some reference had been made to a loan for payment of taxes, a conversation with the Premier as a result of something Mr. Hamilton had said, and ultimately the borrowing of $45,000.00 from the Toronto Dominion Bank: I believe you said that that was borrowed by yourself and Mr. Campbell?

A That's right.

Q And was it endorsed or guaranteed by any person?

A No, not at all.

Q Were the only persons who made the application yourself and Mr. Campbell?

A That's right, Mr. Crawford.

Q In respect to the, if the witness could see Exhibit 438, please, the expenses for the trip overseas: Mr. Hooke, I think you indicated that the sum of twenty-five hundred and seventy-six -

THE COMMISSIONER: Mr. Crawford, what Exhibit number is that?

Crawford Ex.

(Cont.) discussed at the time?

Well, as I say, I wasn't told and I certainly didn't ask, it was none of my business.

Q I think you said, Mr. Hooke, that Mr. Campbell had a sort of general authority to deal on behalf of Ideal Homes in respect of numerous matters?

A Well, I think that is true.

Q And this was with your approval?

A Well, I would say so, yes.

Q Coming to another matter then, Mr. Hooke, some references had been made to a loan for payment of taxes, a conversation with the Premier as a result of something Mr. Hamilton had said and ultimately the borrowing of $845,000.00 from the Toronto Dominion Bank: I believe you said that that was borrowed by yourself and Mr. Campbell?

A That's right.

Q And was it endorsed or guaranteed by any person?

A No, not at all.

Q Were the only persons who made the application yourself and Campbell?

, Mr. Crawford.

, if the witness could see Exhibit 459,

for the trip overseas: Mr. Hooke, I

that the sum of twenty-five hundred and

number - 13

MR. CRAWFORD: 438, My Lord.

THE COMMISSIONER: Yes.

Q MR. CRAWFORD: - that the sum of $2,576.30 shown opposite I believe 1949 is likely the entry in which the expenses for your trip to England are reflected?

A Well, I would think so.

Q From your -

A Public accounts are always a year behind, so I think that is right.

Q There would be no other major travels that could be accounted for to that extent and leave the English trip elsewhere in one of the smaller items?

A Well, the year before I notice my expense account was fifteen hundred and seventeen, and the next year a thousand more, so that I would gather that the difference must have been the English trip, making it that much different at the time because it looks as though right up until about 1960 my expenses have always run anywhere from $392.00 to something over a thousand dollars, with that one exception only.

Q I understand that the expenses are allowed on a per diem basis, or were at that time?

A Generally that is right, but at that particular time we had not had a great deal of experience with English travel, and, of course, in 1947, the aftermath of the war, shortages were even greater than they were during the war years, and expenses were pretty high and that sort of thing; and it

- Crawford Pr.

433, My Lord.

THE COMMISSIONER: Yes.

Q MR. CRAWFORD: - that the sum of $2,575.33 shown opposite I believe 1939 is likely the entry in which the expenses for your trip to England are reflected?

A Well, I would think so.

Q From your -

A Public accounts are always a year behind, so I think that is right.

Q There would be no other major travels that could be accounted for to that extent and leave the English area elsewhere in one of the smaller items?

A Well, the year before I notice my expense account was fifteen hundred and seventeen, and the next year a thousand more, so that I would gather that the difference must have been the English trip, making it that much different at the time because it looks as though right up until about 1000 my expenses have always run anywhere from $392.00 to something over a thousand dollars, with that one exception only.

I understand that the expenses are allowed on a per diem basis, or were at that time? - Q. - .

That is right, but at that particular time we had

A (Cont.) seems to me, although I can't swear to it, that then it was based upon what we were actually called upon to pay more than a per diem allowance such as it is today. I don't even know what it would be today if one went to England.

Q Is your memory then that the figure of twenty-five hundred odd is represented by expenses that were actually incurred by you?

A Well, a portion of that would be, of course, but if we look at the year before we would have to say that in all probability about fifteen hundred of it was expenses incurred in Canada, Alberta.

Q Isn't it most likely that because the Government advanced the fare that this was done in December of the previous year, and the fiscal year cuts off in the spring, you returned three months after leaving, that a fairly large sum for 19-, for 1948 I believe it is, the fifteen hundred odd, would include the fare and that the following year when you were back the expenses claimed were for the other matters?

A I don't know exactly how it would be done, Mr. Crawford, I can't say. I know that my ticket was supplied over and back. I also know when I got back there was a refund back to the Government on the ticket because the boats were all tied up by strikes and I couldn't get back by boat, and I had to be back to report to the Legislature, and T.C.A. were booked full, I couldn't get back that way, so that perhaps I am one person who hitch-hiked across the Atlantic Ocean.

Q Mr. Commissioner, I have a few more questions, but perhaps -

THE COMMISSIONER: Yes, we will adjourn then.

(The Hearing adjourned at 11:15 A.M. and resumed at 11:30 A.M.)

3-M-1
A. J. Hooke - Crawford Ex.

Q Mr. Hooke, in connection with Ideal Homes, did you assist that company in arranging for contracts to build houses for provincial civil servants?

A No, I can't say that I did.

Q Did you suggest to Mr. Campbell that this would be a useful source of contacts?

A No, I surely did not.

Q Did Ideal Homes build houses for civil servants before Mr. Campbell was in the picture at all?

A I don't know that Ideal Homes ever built houses specifically for civil servants at all. They built houses, and it's true that two or three were sold to civil servants, but that is beside the point entirely.

Q Were there building contracts entered into between the company and the people they built houses for?

A Not that I recall -- with perhaps one exception.

Q What exception was that?

A I believe there was one case where a man owned a lot and called for tenders, on which they tendered. It happened to be a civil servant.

Q Who was that?

A Colonel Fleming, I believe.

Q But isn't it true that all of the prominent members of the civil service for whom homes were built were people who were personally known to you?

A Well, I only know of two or three myself.

Q Well, let's deal with those two or three. Colonel Fleming

Mr. Hooks, in connection with Ideal Homes, did you assist that company in arranging for contracts to build houses for provincial civil servants?

No, I can't say that I did.

Did you suggest to Mr. Campbell that this would be a useful source of contracts?

No, I surely did not.

Did Ideal Homes build houses for civil servants before Mr. Campbell was in the picture at all?

A I don't know that Ideal Homes ever built houses specifically for civil servants at all. They built houses, and it's true that two or three were sold to civil servants, but that is beside the point entirely.

Q Were there building contracts entered into between the company and the people they built houses for?

A Not that I recall -- with perhaps one exception.

What exception was that?

I believe there was one case where a man owned a lot and called for tenders, on which they tendered. It happened to be a civil servant.

Q (Cont.) is one, is that right?

A That is actually the only one that I know of where a house was specifically built for a civil servant. Beyond that, all that I know is they did the same as anyone else who is out house-hunting.

Q James Warr was another one, Mr. Hooke?

A He did buy an Ideal Homes' house, that's right.

Q Did you ever approach him to do so?

A No, I certainly did not, Mr. Crawford.

Q Did he approach you?

A I don't recall that either.

Q Do you remember if any of the other members of the company, Mr. Spady or your brother Chris Hooke, made calls on civil servants to ask them to buy homes from Ideal Homes?

A Not that I know anything about.

Q Is Mr. Buckley the University professor, that bought a house --- ?

A Oh, no, no.

Q That's not the same one. Is it Dr. Hardy, the member of the University Staff, that bought a house from Ideal Homes?

A Not that I know of. I didn't know there was a Hardy that bought a house.

Q It would be some other Dr. Hardy at 10454-144th Street?

A Well, I certainly don't know of one, Mr. Crawford, I'm sorry.

Q Did you have a particular conversation with Mr. N. E. Tanner in regard to him buying a house from Ideal Homes?

A I can recall him calling me up one day saying he understood

(Cont.) Is one, is that right?

A That is actually the only one that I know at where a house was specifically built for a civil servant. Beyond that, all that I know is they did the same as anyone else who is out house-hunting.

Q James Warr was another one, Mr. Hooks?

A He did buy an Ideal Homes' house, that's right.

Q Did you ever approach him to do so?

A No, I certainly did not, Mr. Crawford.

Q Did he approach you?

A I don't recall that either.

Q Do you remember if any of the other members of the company, Mr. Sparks or your brother Chris Hooks, made calls on civil servants to ask them to buy homes from Ideal Homes?

Not that I know anything about.

Is Mr. Buckley the University professor, that bought a house ---?

Oh, no, no.

That is not the same one. Is it Dr. Hardy, the member of the University Staff, that bought a house from Ideal Homes?

[illegible] of. I didn't know there was a Hardy that [illegible]

A (Cont.) that a house his daughter had looked at belonged to Ideal Homes, and could I get a key so that he could have a look at it.

Q I guess he did, eh?

A I did.

Q And when it was ultimately bought by Mr. Tanner, the best of your information is that it was for his daughter?

A That's what I always understood.

Q Did you use the names of civil servants that you were familiar with as a prospect list for Ideal Homes?

A Oh, no, not at all.

Q So in each case where civil servants or members of the government -- and I know only Mr. Tanner in that respect -- in each case where houses were bought from Ideal Homes, this was coincidental?

A I would certainly say so, and if you could remember in that day there was no problem in selling a house. People were buying them before they were complete.

Q I wasn't aware of that, sir. You drew certain director's fees, I believe, from Ideal Homes, Mr. Hooke.

A No, not ever, Mr. Crawford.

Q Did you not?

A No.

Q Well then you drew salary?

A No, I drew no salary either.

Q Who was responsible for the keeping of records for Ideal Homes?

A I think Mr. Spady did most of it.

Q I haven't audited those books of course, Mr. Hooke, but I have a reference to at least one record, one entry, indicating that you drew director's fees. May I ask you about that one specifically? I think I can find it again if I can find the big book. It's in here. Mr. Hooke, I'm looking at page numbered 35 from a ledger-type book headed "Ideal Homes Ltd., lumber account", and it obviously has some other records in it --- and it shows that on March the 19th -- and I believe that is 1952 -- A. J. Hooke was paid director's fees in the sum of $580.00.

A No, I can say categorically, Mr. Crawford, that I never did draw director's fees. That must be an error. There was once or twice when I received money for something I had paid on behalf of the company, but never did I draw a director's fee or salary.

Q On the page that goes with that, Mr. Hooke, reading right across the two pages, because the entries spread across two pages, the same $580.00 is entered on the far side with the notation "accrued wages" and on the side you saw it said "director's fees". So you are saying --- are you saying then that both references are incorrect?

A Yes, this must be, sir, because I do know that for wages or salary or director's fees I never did draw anything -- and that, I wouldn't be surprised if that five-eighty is the total amount, whatever I was paid back.

Q Mr. Hooke, as a minister of the Crown you would have certain

- Crawford Re.

I think Mr. Spady did most of it.

I haven't audited those books of course, Mr. Hooke, but I have a reference to at least one record, one entry, indicating that you drew directorts fees. May I ask you about that one specifically? I think I can find it again if I can find the big book. It's in here. Mr. Hooke I'm looking at page numbered 35 from a ledger-type book headed "Ideal Homes Ltd.. Lumber account", and it obviously has some other records in it --- and it shows that on March the 19th -- and I believe that is 1952 -- A. J. Hooke was paid directorts fees in the sum of $580.00.

A No, I can say categorically, Mr. Crawford, that I never did draw directorts fees. That must be an error. There was once or twice when I received money for something I had paid on behalf of the company, but never did I draw a directorts fee or salary.

Q On the page that goes with that, Mr. Hooke, reading right across the two pages, because the entries spread across two pages, the same $580.00 is entered on the far side with the notation "accrued wages" and on the side you saw it said "directorts fees". So you are saying --- are you saying then that both references are incorrect?

this must be at , because I never did draw anything -- and fees I never did draw anything -- and if that ledger is

3-M-5
A. J. Hooke - Crawford Ex.

Q (Cont.) appointments to office in your power; is that correct?

A In an extremely limited way, might I say.

Q Well, to be specific, the executive council has very considerable powers of appointment of individuals to various offices in the provincial service?

A Very senior ones.

Q Very senior ones; and so you could play a part in the very senior appointments by being a member of the executive council, as could the other ministers?

A Well, in filling some very senior position occasionally it is discussed, that is true -- in which case I, as a minister, like anyone else, would have a right to voice an opinion for or against.

Q And on occasions no doubt you have?

A I think I have.

Q Then, is there another level of appointments that you refer to as being quite limited that are within your own ministerial power?

A No, most of them are done by virtue of an application to the civil service, following examinations -- examinations follow, and on the basis of those examinations appointments are made -- very often without the minister -- well, usually without the minister knowing a thing about it.

Q But those would be more routine than the rather senior ones that the executive council deliberates on?

A Well, even some pretty senior ones are made that way, too.

(Cont.) appointments to office in your power? Is that correct?

In an extremely limited way, might I say.

Well, to be specific, the executive council has very considerable powers of appointment of individuals to various offices in the provincial service?

A Very senior ones.

Q Very senior ones; and so you could play a part in the very senior appointments by being a member of the executive council, as could the other ministers?

Well, in filling some very senior position occasionally it is discussed, that is true -- in which case I, as a minister, like anyone else, would have a right to voice an opinion for or against.

Q And on occasions no doubt you have?

A I think I have.

Q Then, is there another level of appointments that you refer to as being quite limited that are within your own ministerial powers?

No, most of them are done by virtue of an application to the service, following examinations -- examinations based on the basis of those examinations appointments without the minister -- well, usually having a thing about it.

A (Cont.) I am thinking when I say "senior" more like deputy minister.

Q Well, Mr. McMullen's appointment, for example, was made on your recommendation in the executive council?

A You mean to say as, when he first came into the service?

Q No.

A Or when he went to England?

Q When he went to England.

A By this time he had spent a number of years as Public Relations Officer, and in that position, of course, he was in touch with many ministers, because it cut right across -- the work of Public Relations Officer cut right across so many departments; and when it came to sending someone to the Old Country as the Agent-General it is true that with the qualifications that he possessed, having been raised there, having been in civil service in Africa, civil service in England, and civil service here, and so on, and his command of about five languages, fitted him most admirably for that particular position, and I was not the only one aware of it: we were all aware of it, and, as I recall, his was the only name which stood out for such a position.

Q Who did the name come forward from?

A Oh, I can't recall.

Q It wouldn't be one that came from the Civil Service Commission?

A No, in that case it wouldn't, no. You see, his position is

A (Cont.) graded the same as a deputy minister.

Q Do you have any doubt that the first suggestion on it came from yourself?

A Well, I certainly don't recall it. I don't say that I didn't put forward his name, but certainly every one else on the executive council knew him as well as I did by that time.

Q What about Colin Macgregor? Did you put forward his name?

A Oh, he had been in the civil service for many years before I ever knew that such a man existed.

Q Well, he is head of the Local Authorities Board now.

A Yes.

Q Did you put forward his name?

A Yes, I did.

Q Why?

A Well, my reason, of course, would be that from my experience in the Department of Municipal Affairs, where he had been the accountant -- was such that I looked upon him as being an extremely capable individual.

Q Were you responsible for the promotion at any time of Mr. Holloway? I have frankly forgotten all of the offices he held, but he listed about six in evidence. Were you responsible for his appointment to or promotion in any of those offices?

A No, I can't say that I was.

(Cont.) graded the same as a deputy minister.

Do you have any doubt that the first suggestion on it came

Well. I certainly don't recall it. I don't say that I didn't put forward his name, but certainly every one else on the executive council knew him as well as I did by that time.

What about Colin Macgregor? Did you put forward his name?

Oh he had been in the civil service for many years before I ever knew that such a man existed.

Well, he is head of the local Authorities Board now.

Yes.

Did you put forward his name?

Yes, I did.

Why?

Well, my reason, of course, would be that from my experience in the Department of Municipal Affairs, where he had been the accountant -- was such that I looked upon him as being an extremely capable individual.

Were you responsible for the promotion at any time of Mr. Holloway? I have frankly forgotten all of the officers he [illegible] six in evidence. Were you

3-P-1
A. J. Hooke - Crawford Ex.
- Wright Ex.

Q Mr. Holloway performed certain services for you, free of charge, in connection with another matter I believe, Mr. Hooke?

A I don't know to what it is you are referring actually Mr. Crawford.

Q Yes, I will have to come back to it Mr. Hooke on another day, it refers to Sherwood Park.

THE COMMISSIONER: Yes, leave Mr. Holloway out of this aspect until we come to the Sherwood Park Mr. Crawford.

MR. CRAWFORD: Very good sir.

Q MR. CRAWFORD: Did you ever discuss with Mr. Macgregor the application of the City of Edmonton to annex certain lands?

A No, not ever. Not ever Mr. Crawford.

Q Did he ever mention anything in that connection to you?

A No, not at all.

Q I think those are all my questions, thank you My Lord.

THE COMMISSIONER: Thank you Mr. Crawford. Mr. Wright?

MR. WRIGHT EXAMINES THE WITNESS:

Q Mr. Hooke, were there exchange controls in force in December 1947 governing money leaving Canada and going to the United Kingdom when you went there?

A I do not remember Mr. Wright.

Q You have no memory of inquiring about that at the time?

A I know all I did was inquire from the Deputy Provincial Treasurer.

Q And what was his answer?

A Pardon?

Q What was his answer, can you remember?

A I didn't ask that specific question. It was simply a matter of asking concerning the taking of money over there.

Q Yes, well, what would be your purpose in inquiring then?

A I knew absolutely nothing about English money, I had forgotten all about it and so on.

Q And you arranged it through the bank did you, the sending of the money?

A As I recall my own affair, all I can recall is that I borrowed some money, drew out other money, I have an idea that I had traveller's cheques but I wouldn't swear to that now any more.

Q Yes, my question is, I am just interested in how you got the twenty-five hundred, you thought, to the bank in England?

A Well, I just can't answer. I can't recall any specific problem. If there had been a problem I would certainly recall that, I am sure.

Q You can't recall filling out any applications to pay dollars to Britain?

A I don't recall it at this stage Mr. Wright.

Q And why did you leave the balance of the money there, was it merely because of Mr. McMullen?

A Two reasons I think. That was certainly one of them and as I said the other day, we were good friends and if I could help him I was prepared to and, secondly, the value of the pound was fluctuating.

Pardon?

What was his answer, can you remember?

I didn't ask that specific question. It was simply a matter of asking concerning the taking of money over there.

Q Yes well, what would be your purpose in inquiring then?

A I knew absolutely nothing about English money, I had forgotten all about it and so on.

Q And you arranged it through the bank did you, the sending of the money?

As I recall my own affair, all I can recall is that I borrowed some money, drew out other money, I have an idea that I had travellers cheques but I wouldn't swear to that now any more.

Q Yes, my question is, I am just interested in how you got the twenty-five hundred, you thought, to the bank in England?

A Well, I just can't answer. I can't recall any specific problem. If there had been a problem I would certainly recall that, I am

Q recall filling out any applications to pay dollars to Britain?

I don't recall a

Q You are suggesting that between December and March you couldn't get as many dollars back as you had paid out?

A Well it was true at that time, I do recall that but it wasn't of sufficient importance that it would amount to a great deal.

Q Yes because $1,500.00 was a lot of money to you at that time was it not?

A It still is too.

Q Yes, and how much longer was it after you had got back in March of 1948 that you first made that offer to the Cranstoun estate?

A I am not absolutely positive on that. I believe I stated it was somewhere in '48 that Mr. Lockhart had contacted me. I am inclined to think however it was in '49. I am not just too positive.

Q I see. You hadn't spoken to Mr. Lockhart about this while you were over there?

A Oh no, not at all.

Q But you merely met him because he was the secretary or president of the, what was it called, Empire Parliamentary Association?

A It was in those days, yes.

Q At that time?

A Yes.

Q And he was the secretary, did you say?

A That is what I understood, yes.

Q Yes, and you had just met him in a casual way?

A My first meeting with him, sir, was that I had had a letter of introduction to him. We were already members of the Association here and to begin with, I was the contact for our own Government with the British Empire Parliamentary Association.

Q Yes?

A And I had had a letter of introduction from the Canadian Authority, whoever he was, I can't recall now, to Major Lockhart and on two occasions I had been invited by him to address members of the House of Commons.

Q So perhaps for a year then, this equivalent of £500 or, whatever it was, well, it would be about £500, just lay fallow in your bank in England?

A That is about it.

Q Yes, and you didn't need it over here?

A I can't say that I didn't need it, I could always use it.

Q Yes, and Mr. McMullen didn't need it, obviously?

A No he didn't but I expected that I would be going back any time.

Q For a holiday perhaps?

A At the time when we opened Alberta House, we more or less expected that one of us would go back very shortly after it had been opened.

Q Yes, is there not a possibility that some of this $1,500.00, it was fifteen hundred, the equivalent of fifteen hundred?

A Yes.

Q Had been indented for as expenses?

A For?

Q Your trip?

A Well only so far as I was concerned, I had this much money on me and didn't need to spend it all so just left it there.

Q Yes, but I am asking you, is there not a possibility that some of it had been indented for as expenses and therefore paid to you in that $2,900.00 odd sum that was paid out in the fiscal year of '48-'49?

A I don't think I get the import of your question Mr. Wright, I am sorry.

Q Well, let's do it another way then. I understand the procedure was that you took your own money over there and then when you got back you made a return to the Provincial Treasurer setting out your expenses?

A That would be it.

Q Yes, and at this point you are not quite sure whether you had to show your actual expenses or just a flat rate as is the custom now apparently? Have you thought about it?

A Remembering that I am under oath I would hate to say whether it was decided at so much a day or, the actual amount.

Q Yes?

A But, it seems to me that it was the actual amount.

Q Yes, on the other hand if it were a per diem rate, your actual expenses could be either more as, quite often happens or less, as sometimes happens? This, I am sure, has been your experience in the many years you have been a Minister?

Hoole - Wright Ex.

A Usually more. I think we are rather niggardly with our expenses.

Q Yes, but it could happen if you got some hospitality let us say that it is less?

A On occasion.

Q Yes, and I am putting it, I am asking you whether it could have happened this way on your trip to England?

A Well, there again I am going to have an awful time trying to --

Q You can't remember?

A No I can't.

Q If it had happened that way of course, then some part of that $1,500.00 would have been money that you got from the Government when you came back?

MR. MAYNARD: Well, this is speculation Mr. Commissioner.

MR. WRIGHT: Well, that is fair enough.

THE COMMISSIONER: I really don't understand the question myself Mr. Wright.

Q MR. WRIGHT: Well, it is like this sir, My Lord, on the assumption that the system then was the same now which this witness is not sure of, in fact, he thinks it was a little different then and, on the further assumption that the actual expenses did not equal the declared expenses when set on a per diem rate, then some of the money left over in England would be money that he had in fact been paid for by the Government.

MR. MAYNARD: Well, this is speculation Mr.

Well, that is fair enough.

I really don't understand the

question myself. Weight.

MR. WRIGHT: Well, it is like this sir, My Lord,

that the system then was the same now which

witness is not sure of, in fact he thinks it was a

le difference then and on the further assumption that the

not equal the declared exp nses when not

then some of the money left over i

MR. MAYNARD: This is based on two assumptions already Mr. Commissioner and the third assumption would be that it could be considerably less.

THE COMMISSIONER: I think Mr. Wright you should first establish whether or not this money that was over in England, any of this money came from the Government or whether it was his own money that he borrowed from the bank.

MR. WRIGHT: Well, we have established that, every single cent he spent over there was money which was his own money.

THE COMMISSIONER: Yes.

MR. WRIGHT: And when he came back he indented for his expenses and, if it was set on a per diem rate and if his actual expenses had not been up to that amount and I am asking Mr. Hooke to confirm what I infer to be the result of that, that some of the money left would be money and, I am not saying there is anything improper about it Mr. Hooke, had in fact been refunded by the Government?

A Well I suppose what one could say under a circumstance like that is that the money over there was my money but that perhaps the amount I was paid when I got back here was more than I had actually spent when I was there, that is what you are saying and that could have been the case depending on the method it was refunded to me.

Q Yes?

A Well ...

MR. MAYNARD: And it could have been less.

A And it could have been less, that is certainly true, it could have been one or the other.

Q MR. WRIGHT: Yes, and you can't remember which it was now?

A No I can't Mr. Wright, I am sorry.

Q Thank you, and you couldn't have remembered when you spoke to Mr. Leger about this subject, which he says and which you deny, in 1964?

A Well I know I didn't discuss that subject with him.

Q Yes, all right, you told us you didn't discuss the subject with him but your memory, would it have been any better then as to which method you were paid by?

A It should have been three years better but that wouldn't mean much in all that length of time anyway.

Q Now, you told us that through Mr. Lockhart or, Major Lockhart, you received the information that the Cranstoun estate had been offered $1,000.00 for the holdings near Edmonton?

A Yes.

Q How was it that they could receive an offer for land that they didn't have a clear description of?

A Well I don't know I am sure, I never did know who offered it or anything of the nature or how it would come about.

Q Yes, how did you find it out then that $1,000.00 had been offered?

A Simply because he told me in a letter.

Q Do you have a letter?

A I am not positive at the moment but I can certainly check through some of the correspondence.

Q Yes, perhaps if you will be good enough to find what correspondence you still have Mr. Hooke in connection with this matter but, you are clear it was in a letter?

A Oh yes.

Q And you have retained what correspondence ... you have retained some correspondence?

A Yes, there is some has turned up.

Q And did you check that correspondence when you made your statement to the Legislature about this matter?

A No, I don't think I did because this is pretty firmly fixed in my mind, that particular transaction.

Q Yes. Now, turning to the later history of this parcel you have told us that Mr. Sladden must be mistaken in asserting here that the transfer of the lots to him and Mr. Maber in, I think 1953, ended the matter between you and Sladden?

A That was his statement?

Q Yes, to that effect?

A Yes.

Q Yes, so, he is mistaken about that?

A Yes I would say so.

Q Yes, and you say so because there continued to be an option on the part of Sladden to purchase the land, is this so?

A Well, I think I mentioned the other day Mr. Wright that my dealings were not with Sladden but rather with Mr. Maber and the two of them I understand worked separately in the same

Wright Ex.

I am not positive at the moment but I can certainly check through some of the correspondence.

Yes, perhaps if you will be good enough to find what correspondence you still have Mr. Hooke in connection with this matter but, you are clear it was in a letter?

A Oh yes.

Q And you have retained what correspondence ... you have retained some correspondence?

A Yes, there is some has turned up.

Q And did you check that correspondence when you made your statement to the Legislature about this matter?

A No, I don't think I did because this is pretty firmly fixed in my mind, that particular transaction.

Q Yes. Now, turning to the later history of this parcel you have told us that Mr. Sladden must be mistaken in asserting here that the transfer of the lots to him and Mr. Mabon in, I think 1953, ended the matter between you and Sladden?

That was his statement?

Yes, to that effect?

A Yes.

Yes, so, he is mistaken about that?

Yes I would say so.

because there ... to be any question

by Mr. Wright that my

A (Cont.) office as well as having a joint company. Each had his own business and they together had a business.

Q Yes, but your dealings were with the company were they not so far as you were aware Mr. Hooke, is that not so?

A Well, what I recall best Mr. Wright is the fact that all of my conversation was with Mr. Maber. I had known Mr. Maber before.

Q Yes, I may be mistaken but in your statement to the Legislature, Exhibit 91, you don't even mention Mr. Maber, do you?

A No I think perhaps I don't.

Q You mention only Sladden Real Estate?

A That is likely so.

Q Yes, and you say at page five that when you were talking to the City "I agreed at once that if this were the case..." what we are talking about is the swap and the block being only to be used for park; "I agreed at once that if this were the case then by all means I was prepared to make the land available to the City and arrange to inform Sladdens who held the option to this effect and they agreed to give up the option and did so."

A M-hm.

Q You recall that now, do you?

A Yes I do. My conversation however was still with Mr. Maber, I used the word Sladdens there, I presume because I recall the name of the company.

Q Yes I see, but there was no written option?

A The offer to purchase in connection with the block was

A (Cont.) certainly regarded by Maber and me, at any rate, as being in the same category, at any rate, of an option.

Q I see, so you continued to regard the documents you attached to your return to the Legislature as continuing options?

A I did, yes.

Q I see, although they say nothing about it in fact?

A That is true.

Q Yes, and did you consider there was anything binding about this arrangement in any way on either side?

A No, not binding Mr. Wright, just a gentleman's agreement and if I give someone my word I like to stay with it.

Q Well, you hadn't given any written words in this at all, had you?

A No I certainly hadn't.

Q Yes, but you say that there was a verbal transaction after this time or about the time that you gave up the written transaction?

A Well, the written word would be the one that you showed me or that Mr. Gill showed me the other day and I believe that is called X. L. Holdings, I think.

Q Yes?

A Nearly all of these documents, one reason I remember Sladden is the fact that Sladden's name appeared on the papers and Maber's didn't, on the papers themselves, the forms and it is true to say in answer to your question that there was no written option because of the offer to purchase which had never been carried out. We had had, Maber and I, conver-

(Cont.) certainly regarded by Mabee and me, at any rate, as being in the same category, at any rate, of an option.

Q I see. So you continued to regard the documents you attached to your return to the legislature as continuing options?

A I did, yes.

Q I see, although they say nothing about it in fact?

A That is true.

Q Yes, and did you consider there was anything binding about this arrangement in any way on either side?

A No, not binding Mr. Wright, just a gentleman's agreement and if I give somrone my word I like to stay with it.

Q Well, you hadn't given any written words in this at all, had you?

A No I certainly hadn't.

Yes, but you say that there was a verbal transaction after this time or about the time that you gave up the written transaction?

Well written word would be the one that you showed me or that Mr. Gill showed me the other day and I believe that is called X. L. Holdings, I think.

Yes?

A (Cont.) sations concerning it and he had asked for the right, the first right of refusal and I simply agreed to it, yes, that is fine with me.

Q Yes, and this continued right up to the time of your negotiations with the City, I think?

A It was only another year I think before the negotiations with the City took place.

Q Yes?

A Or part of a year.

Q Yes. Of course, in your return you didn't say it was merely a verbal option?

A Well no but I was recognizing that document in the same way.

Q You didn't say that either?

A Perhaps I was not sufficiently specific.

Q Yes.

A But that is what was intended.

Q Did Mr. Maber continue to be employed by Mr. Sladden throughout that time?

A Yes, I think up until that time and shortly after that I believe, in a matter of months, I think they parted company.

Q Yes?

A And one went to Calgary and the other to the Coast, I believe.

Q Within months after you dealt with the City direct?

A I think that is so Mr. Wright.

Q Right. Well, where did this conversation extending the written terms to a continuing option take place?

A He was down at my office one day, Mr. Maber was.

- Wright Bk.

Q Well was that before or after the transfer in or about June of '53?

A Is that the transfer of the four individual lots?

Q Yes, I think it may be on the table there?

A Yes, it would be after that.

Q Those were the options there, yes, Exhibits 92, 93 and 94 but the transfer was 65 something.

MR. MAYNARD: '65 and '66 Mr. Wright.

MR. WRIGHT: What is the date of that?

MR. GILL: July 3rd, each transfer.

A I am sure it would be after anyway, Mr. Wright.

Q MR. WRIGHT: I see, so what happened then is that this transaction came to an end as Mr. Sladden says and then was started up again by a verbal arrangement with Mr. Maber by you, is this it?

A Well, if I recall it, the deposit which had been paid was applied to the purchase price of the four individual lots.

Q Yes?

A Which meant actually there was no money in existence so far as the block is concerned and it was simply, as I say, a gentlemans agreement to recognize that they had bought the four lots and that they wanted the first chance on the block.

Q Yes, but this arrangement was not made with Mr. Maber until after they had had this transaction which Mr. Sladden said concluded the deal, you just told us that?

A Well I didn't think it was actually concluded ever. As I say, I didn't know Mr. Sladden, I had seen him once to my knowledge.

Well was that before or after the transfer in or about June of 1937?

Is that the transfer of the four individual lots?

Yes, I think it may be on the table there?

A Yes, it would be after that.

Those were the options there, yes, Exhibits 28, 29 and 30 but the transfer was of something.

MR. MAYNARD: 165 and 166 Mr. Wright.

MR. WRIGHT: What is that?

MR. GILL: July 2nd, each transfer.

A I am sure it would be after anyway, Mr. Wright.

Q MR. WRIGHT: I see, so what happened then in that this transaction came to an end as Mr. Gladden says and then was started up again by with Mr. Mabee

by you, is this it?

A Well, if I recall it, the deposit which had been paid was applied to the purchase price of the four individual lots.

Yes?

Which meant actually there was no money in existence as the block is concerned and it was simply, as I say, a to recognize that they had bought the

Q So, in the interim there would be no arrangement then?

A Well certainly I have to agree with you, there was never anything in writing but the understanding was always there between Maber and me.

Q So the truth of the matter then is that this option which you say existed and which you mentioned to the City in your negotiations was a separate arrangement which was entered into after July of 1953?

A Well as I say, I didn't ever think it was concluded. When I say after, we talked about it after, sure, we talked about it after they had purchased the four lots.

Q Yes. Nothing of this appears in your return to the Legislature, Exhibit 91, is it?

A Well, that is going into a lot of detail that didn't appear to me to be necessary there, I might say, so far as the Legislature is concerned I didn't know how much further this matter could go in the Legislature, whether there would be debate or what.

Q Well, that is so and I don't want to spin it out Mr. Hooke but, you did go into a lot of detail that is not germane because it is clear that the transaction about the lots and the purchase of the block was something that stopped in July of '53, isn't it? And, what we are talking about is an option that came into existence, you say verbally, subsequently thereto?

MR. MAYNARD: Mr. Commissioner, the witness has said half a dozen times that this was a continuing

Weigh Ex.

MR. MAYNARD: (Cont.) arrangement. I don't know what my friend Mr. Wright is trying to get at.

Q MR. WRIGHT: Well, if it was continuing, what was the state of affairs between July 1953 and when you made this arrangement with Mr. Maber?

A Well, I was not trying to sell this land Mr. Wright. So far as I was concerned, it could have sat there for a long time. Even to begin with I didn't endeavour to sell any part of it, it was Mr. Maber who made his approach to me so that I didn't care whether the land sat there for another five years or ten years but, the understanding we had was that if I wanted to sell it, they would have the first right to buy it at $500.00 an acre... pardon me, per lot, the same as they had paid for the other four lots.

Q Well, as you say, this understanding was revived then later. Do you know how much later?

A No it was continued, it was continued right from the time the four lots were purchased.

Q Our evidence is a little different.

A Well, you asked me a little while ago if it was later and certainly, even the next day would be later.

Q Oh, it might have been the next day, eh? I see. Well, have you spoken to Mr. Maber recently about this?

A As a matter of fact, I spoke to him yesterday.

Q Yes, is he in B. C.?

A No, he is in Alberta, he is in Edmonton.

Q I see, and does he have much memory about this transaction?

MAYNARD: (Cont.) arrangement. I don't know what my friend Mr. Wright is trying to get at.

MR. WRIGHT: Well, if it was contemplated, what was the state of affairs between July 1953 and when you made this arrangement with Mr. Maher?

A Well, I was not trying to sell this land Mr. Wright. So far as I was concerned, it could have sat there for a long time. Even to begin with I didn't endeavour to sell any part of it, it was Mr. Maher who made his approach, to me so that I didn't care whether the land sat there for another five years or ten years but, the understanding we had was that if I wanted to sell it they would have the first right to buy it at $500.00 an acre... pardon me, per lot, the same as they had paid for the other four lots.

Q Well, as you say, this understanding was revived then later. Do you know how much later?

A No it was continued, it was continued right from the time the four lots were purchased.

Q Our evidence is a little different.

A [illegible] me a little while ago if it was later and [illegible] day would be later -

A Quite a lot.

Q Yes. Turning to the swap of this parcel which was arranged with the City and which Federal Equipment Supplies Western Limited picked up the other end of, I would like to refer you to Exhibit 364, if you can be shown that please. That is the transfer from you to them and, that is your signature to the Affidavit of the Transferor is it not Mr. Hooke?

A That is right.

Q And in the second paragraph, you swear that the improvements upon the said land at the date I purchased the same were of the fair value of $24,000.00, is that right?

A Perhaps there are two things I should say in connection ...

Q Well, just a minute.

A All right.

Q I have read it right, haven't I?

A Yes.

Q Yes, all right, your explanation? In point of fact, there was no buildings on the land at all?

A To the best of my knowledge there weren't, I had never seen the property.

Q All right, just explain that one then?

A Well, I will have to go all through it again. The arrangement which I had with the City of Edmonton.

MR. WRIGHT: Well, I don't want to do that.

MR. CLEMENT: Well sir, it does seem to me, now, I am subject to correction on this sir, but it does seem to me that what Mr. Wright is getting at is contained in the Exhibit

MR. CLEMENT: (Cont.) which is Mr. Bryan's statement and which it was agreed we wouldn't require Mr. Bryan to come back here and read the statement out so, we didn't call him as a witness.

MR. WRIGHT: Yes, that is true, I mean Mr. Bryan has made a statement, I am just curious to know why the witness himself would have signed this Affidavit.

A I think I said the other day that when I turn something over to a lawyer and he asks me to sign a document, I take it for granted that it is okay to sign the document and so I have done.

Q MR. WRIGHT: Yes. Well then, that's a fair enough statement in general Mr. Hooke we all do that sort of thing, that is why we employ lawyers, isn't that right?

A Pardon?

Q That is why we employ lawyers?

A That is true.

Q That is why we employ lawyers?

A That is true.

Q Nonetheless you were swearing to a total price of $29,000.00 in this Affidavit, were you not?

A Well, I suppose that is the way one would have to read the document all right.

Q Yes, and yet that block was changing hands at $20,000.00, I think you mentioned this to my learned friend?

A So far as I was concerned the block was changing hands for a difference of $12,000.00 between the Capilano block and it, or thereabouts.

Q Well, $12,790.00 according to Exhibit 61 had to be paid to the City for a cash difference, didn't it?

A That's right.

Q And in point of fact Mr. Bryan, as he explains in the return you tabled in the Legislature, which is now marked Exhibit 90, says that Federal Equipment would be paying you a further $16,220.00 on top of the $12,790.00, which he also received and forwarded?

A Except that the twelve would go to the City.

Q Yes, the twelve went to the City, of course.

A Yes.

Q But the $16,220.00 went to you?

A That's right.

Q Yes, so it is plain then that Federal Equipment did in fact pay $29,000.00 for this property?

A Yes, they must have.

Q Yes, although you were buying it, and I say "buying", well, that is the effect of it, for $20,000.00?

A Well, I didn't think so, regardless of how it is looked at now, and the reason I didn't was the fact that I believed my own block of land to be worth $500.00 a lot, the same as I had been offered by Maber; and in fact before this was consummated, when it was only a matter of a verbal agreement between me and the City, I received an offer of $30,000.00 for it.

Q Yes. You told us that you met Mr. Combs for the first time you think at the premises of Ideal Homes?

A That's right.

Q Yes. Did your colleague, Mr. Maynard, tell you about Combs, can you recall?

A Tell me about Combs?

Q Yes?

A At that time?

Q Oh, yes, yes?

A I cannot recall -

MR. MAYNARD: When, what period? Mr. Commissioner, I wish Mr. Wright would explain the period of time that he is talking about.

Q MR. WRIGHT: About the time you met him, which was in 1951 I gather?

A No, he certainly did not to my knowledge.

Q Yes, Combs was not referred to you by anyone that you can recall?

A Oh, no, no.

Q He just turned up so far as you were aware?

We didn't think so, regardless of how it is looked at now, and the reason I didn't was the fact that I believed my own block of land to be worth $500.00 a lot, the same as I had been offered by Maher; and in fact before this was consummated, when it was only a matter of a verbal agreement between me and the City, I received an offer of $30,000.00 for it.

Q Yes. You told us that you met Mr. Combs for the first time you think at the premises of Ideal Homes?

That's right.

Q Yes. Did your colleague, Mr. Maynard, tell you about Combs, can you recall?

A Tell me about Combs?

Q Yes?

A At that time?

Q Oh, yes, yes?

A I cannot recall -

MR. MAYNARD: When, what pursued?

Q Mr. Commissioner, I wish Mr. Wright would explain the period of time that he is talking about.

MR. W[illegible] About the time you met him, which was

A That's right.

Q You said that you had never been to Rocky Rapids in your life; have you ever been to see Mr. Combs any place out in the country?

A No, I haven't, Mr. Wright.

Q So far as you know have any members of the company ever been to do that?

A I don't know about that.

Q And did Mr. Combs ever discuss delivering lumber to another member of the Government with you?

A Not with me, no.

Q Did Mr. Campbell, Mr. Campbell was referred to you by another Cabinet Minister, you have told us, that is my note?

A That was -

Q Mr. Campbell?

A - in connection with something entirely different, that's true.

Q And this was before, this of course was before he joined Ideal Homes?

A Yes, it was, Mr. Wright.

Q Yes. Well, are you talking about the Campbelltown project?

A Well -

Q Well, in what connection was he referred to you then?

A It was in connection with the fact that he wanted to build some homes around Clover Bar.

Q I see, and who was the Cabinet Minister?

A Who referred him?

Q Yes?

A Well, he told me first of all that he had spoken to Mr. Tanner, and that Mr. Tanner thought it was Mr. Maynard to whom he should speak, and Mr. Maynard I believe said no, it was nothing to do with him, it was I.

Q I see, oh, yes, so that this was about his idea for housing the Celanese plant people?

MR. MAYNARD: That is not what the witness said.

MR. WRIGHT: I am asking him.

MR. MAYNARD: Well, don't put words in his mouth, Mr. Wright.

MR. WRIGHT: Well -

MR. MAYNARD: The witness said it was in connection with a housing project in the -

MR. WRIGHT: Clover Bar -

MR. MAYNARD: Clover Bar.

A Clover Bar.

MR. MAYNARD: That's right.

Q MR. WRIGHT: Yes. Well, what was the housing project in Clover Bar he was interested in then?

A Well, as I recall him coming to me, the first thing he talked about was the fact that I was the Government's connection with Central Mortgage and Housing.

Q Yes?

A And evidently he had built houses in the City. He inquired of me as to whether I knew whether Central Mortgage and Housing would consider financing homes other than in the

A (Cont.) major Cities or major Towns. In that day, Mr. Wright, we had many Towns and Villages in the Province that had no sewer and water, and for a long time National Housing wouldn't go near them; so the first question that was asked of me was that particular one, and then he said that he had had in mind the probability that he may build a hundred homes out around the little Hamlet of Clover Bar to accommodate industries which undoubtedly would be coming into that area.

Q I see.

A And did I know whether or not Central Mortgage and Housing would, would consider financing property and the building of homes in such an area as that, because I did know Clover Bar.

Q I see, and did he indicate why he supposed that Clover Bar would be a good site?

A No, I don't think so, other than the fact that there was a little settlement there already, there was a school, there was a store, as a matter of fact there were two I think, two stores, a garage; in other words there was some settlement there already, and the first thing that came into his mind, I presume, was to enlarge that area.

Q Yes. Well, there were many other Hamlets on the outskirts of Edmonton, say half a dozen, at that distance, were there not?

A That is true.

Q Did he indicate why he had Clover Bar in mind?

A No, other than believing that industrial development would

A (Cont.) take place in that part of the Edmonton district.

Q There had been no announcement at this time about the Celanese plant?

A I think perhaps there had, but I wouldn't swear to it.

Q He might have got wind of that somehow?

A Pardon?

Q He might have got wind of that somehow, at least I am not asking you to guess, I am asking you what he said.

A Well, I can't tell you that at this moment, whether that had become known or not.

Q You knew about it?

A I knew that no one ever found out from me.

Q Yes, you knew it at the time?

A Pardon?

Q You knew that at the time?

A I may have because in connection with industrial promotion the man who is responsible knows some of these things well ahead of time, that a company is interested in a particular area, but they don't know anything too definite until such time as the company itself makes the announcement.

Q That is so, but the Celanese people, and we will be dealing with this later, I am sure, had already by the time you first saw Mr. Campbell, been dealing with your Department with a view to locating in Edmonton?

A I am not too sure, Mr. Wright, as to the date.

MR. MAYNARD: Mr. Commissioner, might I remind Mr. Wright that there is filed as an Exhibit, the press

(Cont.) take place in that part of the Edmonton district.

There had been no announcement at this time about the Celanese plant?

I think perhaps there had, but I wouldn't swear to it.

He might have got wind of that somehow?

Pardon?

He might have got wind of that somehow, at least I am not asking you to guess, I am asking you what he said.

A Well, I can't tell you that at this moment, whether that had become known or not.

Q You knew about it?

A I knew that no one ever found out from me.

Q Yes, you knew it at the time?

A Pardon?

Q You knew that at the time?

A I may have because in connection with industrial promotion the man who is responsible knows some of those things well ahead of time, that a company is interested in a particular area, but they don't know anything too definite until such time as the company itself makes the announcement.

That is a -- but the Celanese people, and we will be dealing with this later, I am sure.

[illegible]

MR. MAYNARD: (Cont.) announcement was made on February 9th 1951.

MR. WRIGHT: The press announcement?

MR. MAYNARD: The press announcement.

Q MR. WRIGHT: And certainly it was your Department they would be dealing with before they made the press announcement, is this so?

A Well, I think in their case they dealt with two or three different Departments, certainly they had to check on their gas supply and so on.

Q Yes, but they dealt with your Department, the Department of Economic Affairs?

A Surely they did, and as I say, with others as well.

Q And with you personally?

A I had had some contact with a Mr. John Fennebresque.

Q Yes, and that was ever before there was a public announcement I am sure, of their intention to locate here?

A Yes, I had met him prior to that.

Q Yes, well, when in relation to that did Mr. Campbell first come to you?

A Well, it is bound to have been after the official announcement seeing that Mr. Maynard has indicated to me now what date the press announcement was made.

Q Yes, and since then you have been a friend of his?

A We have become friendly, yes, that's right.

Q And a business associate?

A In Ideal Homes.

Q Yes, in Ideal Homes only?

MR. MAYNARD: (Cont.) announcement was made on February 9th 1951.

MR. WRIGHT: The press announcement?

MAYNARD: The press announcement.

MR. WRIGHT: And certainly it was your Department they would be dealing with before they made the press announcement, is this so?

A Well, I think in their case they dealt with two or three different Departments, certainly they had to check on their gas supply and so on.

Q Yes, but they dealt with your Department, the Department of Economic Affairs?

A Surely they did, and as I say, with others as well.

And with you personally?

A I had had some contact with a Mr. John Pennebecque.

Yes, and that was ever before there was a public announcement?

I am sure of their intention to locate here.

A Yes, I had met him prior to that.

Q Yes, well, when in relation to that did Mr. Campbell Pipes come to you?

Well, it is bound to have been after the official announcement that Mr. Maynard has indicated to me now what date was made.

A Yes.

Q That is the only company or enterprise in which Mr. Campbell had been associated with you in business?

A Yes, been associated.

Q Yes, but so far as, well, I noticed you said "being associated", what other sorts of relationship do you have in mind?

A Well, I meant, for instance in Ideal Homes we were shareholders. I have never been engaged in anything like that with Mr. Campbell besides Ideal Homes.

Q Yes. We will be coming later in the matters -

A Yes.

Q - to the many other contacts that you had with Mr. Campbell.

A Yes.

Q Yes, and has there been anyone who has ever been associated more closely in business with you than Mr. Campbell?

A Well, I have been associated with very very few -

Q Well, it should be an easy question to answer then.

A - businesses of any type.

Q Pardon?

A I can't think of anything because as I say I have been associated with so few.

Q Yes, and has he often visited you down at the, at your office, Mr. Campbell?

A No, very seldom at the office.

Q Where has he mostly visited you then?

A Well, he has dropped in at my home occasionally although we don't visit back and forth.

Q Most of your contacts, the majority of your contacts with him have been by telephone, would you say?

A Well, it is hard to say whether the majority of the contacts would be with him that way or not, months would go by and I don't either see him or have conversation with him on the phone either.

Q Yes, although the situation in 1951, '52, '53, '54, would be rather different, would it not?

A Yes.

Q At that time he was a frequent visitor?

A As a result of Ideal Homes, yes.

Q Yes, and again when you were negotiating with the City from '62 onwards would he have been a frequent visitor at that time?

A No.

Q But a visitor from time to time?

A Pardon?

Q A visitor from time to time?

A Well, I can't say that I saw him any more than occasionally.

Q Well, you were dealing with the City about Ideal Homes, were you not, in that period?

A Well, I was dealing with Mr. Hamilton.

Q Yes?

A To be more specific.

Q All right, all right, but Hamilton qua City?

A Well, Mr. Hamilton would deal with me and deal with the City.

Most of your contacts, the majority of your contacts with him have been by telephone, would you say?

Well, it is hard to say whether the majority of the contacts would be with him that way or not, months would go by and I don't either see him or have conversation with him on the phone either.

Q Yes, although the situation in 1951, '52, '53, '54 would be rather different, would it not?

A Yes.

Q At that time he was a frequent visitor?

A As a result of Ideal Homes, yes.

Yes, and again when you were negotiating with the '62 onwards would he have been a frequent visitor at that time?

A No.

Q But a visitor from time to time?

A visitor from time to time?

Well, I can't say that I saw him any more than occasionally.

Q Well, you were dealing with the City about Ideal Homes

You see, in the period?

Well, I was dealing with Mr. Hamilton.

Q Yes, that's true. Well, I am not trying to be tricky in my questions; you were dealing with the City through Mr. Hamilton at that time?

A All right, I will accept that, sure.

Q Yes, and so was Mr. Campbell?

A Well, that could have been.

Q Were there not visits and phone calls between you two at that time?

A I rather doubt that if in all of that time I was in touch with him more than half a dozen times, either by visit or telephone. So far as endeavouring to get the problem settled, that Mr. Hamilton was endeavouring to settle, I dealt with Mr. Hamilton. Now, so far as any dealings Mr. Campbell might have had, he wouldn't need to ask me anything about it, that is sure.

Q Well, you would at least have to keep up with each other to the extent of letting each other know how far you had each got?

A Well, I think perhaps that is right, Mr. Wright.

Q Yes. Why did Mr. Campbell get back the house, you say in one place as a Trustee, from Ideal Homes Limited?

A I don't recall the actual transaction there at all.

Q I am sorry, there are two things there, he got back his house which he had originally put up to pay for his shares, didn't he?

A I understand he did, but if you ask me to deal with how it came about or anything, I just can't do it, I just do not

- Weight Rm.

A (Cont.) know.

Q I see, and the second thing is that he then got the land which has been irreverently called the moose pasture on 127th Street, into his own name as Trustee, I think you said?

A Yes, that's right.

Q Why was that arrangement necessary?

A I never did know that. It was done upon the advice of Mr. Campbell's lawyer who did some work for Ideal Homes and I think he also did for Mr. Campbell as an individual.

Q Who was that?

A I believe it was Mr. Crossley.

Q Yes, and can you remember signing either of those transfers, assuming that there were transfers?

MR. CLEMENT: They are in evidence, I don't recall that Mr. Hooke did sign them, perhaps we could check that.

MR. WRIGHT: I don't remember either.

MR. MAYNARD: He wasn't a member of the company at that time, so possibly -

Q MR. WRIGHT: Well, perhaps we can find this and return to that if necessary, Mr. Hooke.

A Yes sir.

Q Now, also he was a close enough acquaintance that at some point both of you entered into a mortgage to raise some money, is this correct?

A No, we both signed a note about two years ago, it had nothing to do with a mortgage.

I see, and the second thing is that he then got the land which has been irrevocably called the moose pasture on 127th Street, into his own name as Trustee, I think you said?

A Yes, that's right.

Q Why was that arrangement necessary?

A I never did know that. It was done upon the advice of Mr. Campbell's lawyer who did some work for Ideal Homes and I think he also did for Mr. Campbell as an individual.

Q Who was that?

A I believe it was Mr. Crossley.

Q Yes, and can you remember signing either of those transfers, assuming that there were transfers?

MR. CLEMENT: They are in evidence, I don't recall

Q that Mr. Hooke did sign them, perhaps we could check that.

MR. WRIGHT: I don't remember either.

MR. MAYNARD: He wasn't a member of the company at

that time so possibly -

MR. WRIGHT: Well, perhaps we can find this and

come to that if necessary, Mr. Hooke.

Q This was in connection with the $45,000.00 loan?

A Yes.

Q And that was not secured by a mortgage in any way, or a pledge of title?

A The titles to the Ideal Homes lots, the nine lots of, that 27th Street site.

Q Yes, that was pledged?

A Yes.

Q That was, when you said "We mortgaged property." that was the property you were talking about, it is in my mind you made a statement to that effect?

A I didn't intend to, sir, if I said "We mortgaged.".

Q Fine, that is the explanation anyway. And is Mr. Campbell doing any work for you now?

A No, he is not.

Q And has he done any work for you since 1964?

A Not that I recall.

Q Has he done any work for Ideal Homes Limited since 1964?

A I don't know of any, Mr. Wright.

Q You are still trying to get your money out of the 127th Street site?

A Yes, that is certainly true.

Q I think the latest, I gather the latest development is the possibility of some sort of apartments or a hotel up there?

A That's right.

Q Yes.

A Apartments.

Q And that was not secured by a mortgage in any way, or a pledge of title?

A The titles to the Ideal Homes Lots, the nine lots of, that 27th Street site.

Q Yes, that was pledged?

A Yes.

Q That was, When you said "We mortgaged property." that was the property you were talking about, it is in my mind you made a statement to that effect?

A I didn't intend to, sir, if I said "We mortgaged.".

Q Fine, that is the explanation anyway. And is Mr. Campbell doing any work for you now?

A No, he is not.

Q And has he done any work for you since 1961?

A Not that I recall.

Q Has he done any work for Ideal Homes Limited since 1961?

A I don't know of any, Mr. Wright.

Q You are still trying to get your money out of the 127th

Q Apartments, and, well, who is trying to put that one together?

A Well, Mr. Buxton is prepared to purchase the property.

Q Yes, it is being done through Buxton Real Estate?

A Yes.

Q And is not Mr. Campbell helping?

A No.

Q That is Mr. Buxton is, from whom is he taking his instructions?

A Well, he knows what the circumstances are and he has spoken to me and he also has spoken to Mr. Campbell.

Q Yes, thank you. Perhaps Mr. Crawford obtained this, your answer on this, and subject if he did I apologize for asking again; but did you ever discuss sales of houses with Government employees?

A No, I didn't, Mr. Wright.

Q You cannot give us any proportion of houses bought by employees of the Provincial Government from Ideal Homes of your total sales, eh?

A I explained a little while ago that one was built for Colonel Flemming upon a lot which he himself owned, and that was done by tender. In addition to t hat I do know that Mr. Warr bought a house from Ideal Homes. I believe Mr. Self did. Beyond that I am not sure of any others.

Q Yes, so that you cannot give any proportion?

A No, I am sorry, I can't.

Q Now, you said that your operation began to expand with Ideal

Q (Cont.) Homes, so that you became not only a builder but also a supplier of materials, and you had suppliers in British Columbia, you say, you said?

A Yes, I know the company had contact with a good source of supply in British Columbia.

Q Yes, what source was that and of what?

A That would be mainly fir lumber.

Q I see.

A It seems to me that the name of S-c-a-r-l-s, I wouldn't swear to that but that is the name that is going through my mind at the moment, Scarls.

Q Yes, and was this contact obtained through you at all?

A No, I believe that it was, an advertisement of theirs was seen in one of the papers and the company wrote to them.

Q I see, it was nothing to do with any contacts you had?

A No, it wasn't, Mr. Wright.

Q Does Pozzenan cement mean anything to you?

A Yes.

Q What?

A Well, I know what the material is.

Q Oh, it is a material, is it?

A Pardon?

Q Is it not the name of a company?

A Not that I know of.

Q Is there not a company in B.C. that you have been interested in that supplies that material?

A For a very short time.

Wright Ex.

Homer, so that you became not only a builder but also a supplier of materials, and you had supplies in British Columbia, you say, you said?

A Yes, I knew the company had contact with a good source of supply in British Columbia.

Q Yes, what source was that and of what?

A That would be mainly fir lumber.

Q I see.

A It seems to me that the name of S-c-a-r-f-e, I wouldn't swear to that but that is the name that is going through my mind at the moment, Scarfe.

Q Yes, and was this contract obtained through you at all?

A No, I believe that it was, an advertisement of theirs was seen in one of the papers and the company wrote to them.

Q I see, it was nothing to do with any contacts you had?

A No, it wasn't, Mr. Wright.

Q Does Pozzuman cement mean anything to you?

A Yes.

Q What?

Well, I know what the material is.

Oh, it is [illegible] ial, is it?

Pozzuolana?

Q When was that?

A Oh, that would possibly be in '59 or '60.

Q And to whom did it supply material?

A Well, I have no idea.

Q What was your interest in the company?

A I was asked to be a Director for a little while.

Q By whom?

A I have forgotten the name of the man that was at the head of it, right off the bat.

Q Did the suggestion come directly or indirectly from Mr. Gaglardi?

A Oh, no, I am sure he had nothing whatever to do with it.

Q I see. Did you in fact obtain an interest in the company?

A I bought a few shares.

Q And then you sold them again?

A No.

Q Still have them?

A I do.

Q The company bust?

A I haven't checked for a long long time.

Q Is it doing any business?

A I understand that they are.

Q I see. Was this, would you class this purely as a private venture of yours?

A Oh, it entirely was.

Q I see.

A That is sure.

Q No contacts through the Government at all?

A None whatever, Mr. Wright.

Q I see. Are there other Government members interested in that however?

A Not that I know of at all.

Q I see, fine.

A I am not either, and haven't been for a long time.

Q The election that took place in 1955, in reply to my learned friend Mr. Gill you said you were uncertain about the date; have you refreshed your memory on that?

A I am sorry, I haven't, no.

Q Well, you had I think before you came here the first day, because you said that you thought it was held in June of that year?

A I know, I feel sure it was June.

Q Oh, the precise date in June is what you didn't know?

A Yes.

Q Oh, I see, and that was the time that Messrs. Lee and Landeryou had got into hot water about the lease of the building on 9th Street to the Government, wasn't it?

A It could be, I can't recall that either for sure.

Q Can't you?

A I recall the incident very well, but as to which election it was it came along about that time, I am not sure.

Q Well, perhaps I can refresh your memory on that, that one thing led to another, from these rather obvious sort of contracts, the arrangements between M.L.A's and the Treasury

Q Do you go through the Government at all?

None whatever Mr. Wright.

I see. Are there other Government members interested in that however?

Not that I know of at all.

Q I see, fine.

A I am not either, and haven't been for a long time.

Q The election that took place in 1953, in reply to my learned friend Mr. Gill you said you were uncertain about the date; have you refreshed your memory on that?

A I am sorry, I haven't, no.

Well, you had I think before you came here the first day, because you said that you thought it was held in June of that year?

A I know, I feel sure it was June.

Q Oh, the precise date in June is what you didn't know?

A Yes.

Q Oh, I see, and that was the time that Messrs. Lee and Landeryou had got into hot water about the lease of the building on 9th Street to the Government, wasn't it?

It would be I can't recall that either for sure.

[illegible]

[illegible]

Q (Cont.) Branch were then examined, can you recall this?

A I recall that.

Q Yes, and this was, it is your memory now, does your memory now return, about this time was it not, Mr. Hooke?

A May I get that again, please?

Q We are talking about 1955.

A Yes.

Q The sittings in the spring, the election in the summer, it was at this time, was it not, that the discussion on the floor of the Legislative Assembly turned to questioning the propriety of loans from the Treasury Branch to M.L.A.'s?

A Yes, I would say.

Q Yes, and a bill was quite quickly enacted to try and make the situation clear, was it not?

A It was possibly an amendment to the Legislative Assembly Act, I am not sure -

Q Well, that would be passed by a bill, wouldn't it?

A It would be brought about by a bill, yes.

Q And there has been evidence about that; and at this time you were on a guarantee to the Treasury Branch?

A Apparently so.

Q Yes, and do you wish us to understand that your repayment of the loan to the Treasury Branch had nothing to do with that state of affairs?

A No, it didn't, Mr. Wright.

Q Mr. Daveys certainly understood it did, didn't he?

A His evidence says he thought it did perhaps.

J. Mroz - Wright Pa.

Q He was just guessing, obviously?

A I didn't discuss it with Mr. Davey.

Q I see. Now, can you explain how it is that you were released from your guarantee and the other members of the company weren't, at the beginning of June 1955 or at all, evidently?

A No, I can't at this stage.

Q Was it not possible in consideration of the fact that you repaid the loan to the tune of nearly $32,000.00?

A Well, it might have been, but I can't say so, Mr. Wright.

Q Yes. Did you at that time regard the guarantee as a contract with the Treasury Branch?

A No, I did not.

Q You didn't, so that you weren't afraid about the possibility of their calling on the guarantee then from the point of view of embarrassment?

A I made inquiries from legal sources.

Q And did that confirm or raise doubts about your opinion?

A It confirmed it.

Q I see.

THE COMMISSIONER: I think, Mr. Wright, this might be a good point before you embark on another phase for the adjournment. We will adjourn to tomorrow morning at nine o'clock.

(The Hearing stood adjourned at 1:00 P.M.)

Q Your guaranty, obviously?

I didn't discuss it with Mr. Davey.

I see. Now, can you explain how it is that you were released from your guarantee and the other members of the company weren't, at the beginning of June 1955 or at all, evidently?

A No, I can't at this stage.

Was it not possible in consideration of the fact that you repaid the loan to the tune of nearly $32,000.00?

Well, it might have been, but I can't say so, Mr. Wright.

Yes. Did you at that time regard the guarantee as a contract with the Treasury Branch?

No, I did not.

You didn't, so that you weren't afraid about the possibility of their calling on the guarantee then from the point of view of embarrassment?

I made inquiries from legal sources.

And did that confirm or raise doubts about your opinion?

It confirmed it.

I see.

COMMISSIONER: I think, Mr. Wright, this might be a good point [illegible] on another [illegible] for the